

19-10651

IN THE
United States Court of Appeals
FOR THE ELEVENTH CIRCUIT

DARREN MICKELL, an individual,
Plaintiff-Appellant,

—v.—

BERT BELL / PETE ROZELLE NFL PLAYERS RETIREMENT PLAN,
a welfare benefit plan,
Defendant-Appellee.

ON APPEAL FROM THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA

APPENDIX
VOLUME I OF VII

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Darren Mickell v. Bert Bell/Pete Rozelle NFL Players Retirement Plan

No. 19-10651-A

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APPEAL,BSS,CLOSED,MEDREQ,REF_DISCOV

U.S. District Court
Southern District of Florida (Ft Lauderdale)
CIVIL DOCKET FOR CASE #: 0:15-cv-62195-JIC

Mickell v. Bert Bell/Pete Rozelle NFL
Players Retirement Plan
Assigned to: Senior Judge James I. Cohn
Referred to: Magistrate Judge Barry S.
Seltzer
Case in other court: 19-10651-A
Cause: 28:1132 E.R.I.S.A.

Date Filed: 10/16/2015
Date Terminated: 01/15/2019
Jury Demand: None
Nature of Suit: 791 Labor:
E.R.I.S.A.
Jurisdiction: Federal Question

Plaintiff

Darren Mickell
an individual

represented by **Melinda Liss Chmielarz**
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V.

Defendant

Bert Bell/Pete Rozelle NFL

Players Retirement Plan

a welfare benefit plan

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NOTICED

Date Filed	#	Docket Text
10/16/2015	<u>1</u>	COMPLAINT against Bert Bell/Pete Rozelle NFL Players Retirement Plan. Filing fees \$ 400.00 receipt number

		113C-8169789, filed by Darren Mickell. (Attachments: # <u>1</u> Civil Cover Sheet, # <u>2</u> Summon(s), # <u>3</u> Exhibit)(Paulino-Grisham, Alicia) (Entered: 10/16/2015)
10/16/2015	<u>2</u>	Judge Assignment to Judge James I. Cohn (cbr) (Entered: 10/19/2015)
10/16/2015	<u>3</u>	Clerks Notice pursuant to 28 USC 636(c). Parties are hereby notified that the U.S. Magistrate Judge Barry S. Seltzer is available to handle any or all proceedings in this case. If agreed, parties should complete and file the attached form. (cbr) (Entered: 10/19/2015)
10/16/2015	<u>4</u>	Clerks Notice to Filer re: Summons(es) cannot be issued. The party(ies) on the summons(es) does not match the initiating documents. (cbr) (Entered: 10/19/2015)
10/19/2015	<u>5</u>	NOTICE of Filing Proposed Summons(es) by Darren Mickell (Attachments: # <u>1</u> Summons) (Paulino-Grisham, Alicia) (Entered: 10/19/2015).
10/20/2015	<u>6</u>	Clerks Notice to Filer re: Summons(es) cannot be issued. The party(ies) on the summons(es) does not match the initiating documents (Bert Bell/Pete Rozelle NFL Players Retirement Plan ONLY must be listed on the first line). (asl) (Entered: 10/20/2015)
10/20/2015	<u>7</u>	SCHEDULING ORDER: (Jury Trial set for 6/27/2016 09:00 AM in Fort Lauderdale Division before Judge James I. Cohn., Calendar Call set for 6/23/2016 09:00 AM in Fort Lauderdale Division before Judge James I. Cohn.), ORDER REFERRING CASE to Magistrate Judge Barry S. Seltzer for Discovery Matters. Signed by Judge James I. Cohn on 10/20/2015. (ls) (Entered: 10/20/2015)
10/20/2015	<u>8</u>	NOTICE of Filing Proposed Summons(es) by Darren Mickell (Attachments: # <u>1</u> Summon(s)) (Paulino-Grisham, Alicia) (Entered: 10/20/2015)
10/20/2015	<u>9</u>	Summons Issued as to Bert Bell/Pete Rozelle NFL Players Retirement Plan. (asl) (Entered: 10/20/2015)

11/18/2015	<u>10</u>	ANSWER and Affirmative Defenses to Complaint by Bert Bell/Pete Rozelle NFL Players Retirement Plan. Attorney Brian Douglas Equi added to party Bert Bell/Pete Rozelle NFL Players Retirement Plan(pty:dft). (Equi, Brian) (Entered: 11/18/2015)
11/19/2015	<u>11</u>	ORDER Setting Scheduling Conference for 12/8/2015 at 2:00 pm in Fort Lauderdale Division before Magistrate Judge Barry S. Seltzer. Please see Order for additional details and directives. Signed by Magistrate Judge Barry S. Seltzer on 11/19/2015. (ccy) (Entered: 11/19/2015)
12/01/2015	<u>12</u>	Unopposed MOTION for Admission to Appear Pro Hac Vice, Consent to Designation and Request to Electronically Receive Notices of Electronic Filing for Michael L. Junk. Filing Fee \$ 75.00 Receipt # 112494 by Bert Bell/Pete Rozelle NFL Players Retirement Plan. Attorney Michael L. Junk added to party Bert Bell/Pete Rozelle NFL Players Retirement Plan(pty:dft). Responses due by 12/18/2015 (ksa) (Entered: 12/03/2015)
12/03/2015	<u>13</u>	PAPERLESS ORDER Denying without Prejudice <u>12</u> the Unopposed Motion for Admission to Appear Pro Hac Vice, Consent to Designation and Request to Electronically Receive Notices of Electronic Filing as to Michael L. Junk, Esq. The motion fails to meet the requirements of Rule 4(b) of this Court's Special Rules Governing the Admission and Practice of Attorneys. More specifically, attorney Junk failed to certify that he has studied this Court's Local Rules as required. Signed by Magistrate Judge Barry S. Seltzer on 12/3/2015. (ccy) (Entered: 12/03/2015)
12/04/2015	<u>14</u>	Amended MOTION to Appear Pro Hac Vice, Consent to Designation, and Request to Electronically Receive Notices of Electronic Filing for Michael Junk, Esquire. Filing Fee \$ 75.00. Amended/Corrected Motion to Appear Pro Hac Vice Filed - Filing Fees Previously Paid. See <u>12</u> Motion to Appear Pro Hac Vice, by Bert Bell/Pete Rozelle

		NFL Players Retirement Plan. Responses due by 12/21/2015 (Equi, Brian) (Entered: 12/04/2015)
12/04/2015	<u>15</u>	PAPERLESS ORDER Granting <u>14</u> Amended Unopposed Motion to Appear Pro Hac Vice, Consent to Designation, and Request to Electronically Receive Notices of Electronic Filing as to Michael L. Junk. Attorney Junk may appear herein as co-counsel on behalf of Defendant Bert Bell/ Pete Rozelle NFL Player Retirement Plan. The Clerk is directed to provide attorney Junk with notification of all electronic filings via the email address set forth in the Motion. The Court reserves the power to withdraw permission for limited appearance prior to and during the time of trial. Failure to abide by any Court order may result in immediate revocation of counsel's pro hac vice status. Designated local counsel, attorney Brian D. Equi, must be ready to represent Defendant Bert Bell/ Pete Rozelle NFL Player Retirement Plan at any time. Signed by Magistrate Judge Barry S. Seltzer on 12/4/2015. (ccy) (Entered: 12/04/2015)
12/04/2015		Attorney Michael L. Junk representing Bert Bell/Pete Rozelle NFL Players Retirement Plan (Defendant) Activated. (ccy) (Entered: 12/04/2015)
12/07/2015	<u>16</u>	CERTIFICATE of Counsel by Alicia Paulino-Grisham on behalf of Darren Mickell (Paulino-Grisham, Alicia) (Entered: 12/07/2015)
12/08/2015	<u>17</u>	Minute Entry for proceedings held before Magistrate Judge Barry S. Seltzer: Scheduling Conference held on 12/8/2015. Counsel present in Court. Scheduling Order to follow. (Digital 14:04:27.) (at) (Entered: 12/08/2015)
12/08/2015	<u>18</u>	SCHEDULING ORDER: Amended Pleadings due by 1/25/2016. Expert Discovery due by 4/8/2016. Fact Discovery due by 3/25/2016. Joinder of Parties due by 1/25/2016. Mediation Deadline 5/27/2016. In Limine Motions due by 6/10/2016. Dispositive Motions due by 4/22/2016. Pretrial Stipulation due by 6/20/2016. Signed

		by Magistrate Judge Barry S. Seltzer on 12/8/2015. (ls) (Main Document 18 replaced on 12/11/2015) (drz). (Entered: 12/08/2015)
12/08/2015	<u>19</u>	ORDER Requiring Mediation. Signed by Magistrate Judge Barry S. Seltzer on 12/8/2015. (ls) (Main Document 19 replaced on 12/11/2015) (drz). (Entered: 12/08/2015)
04/06/2016	<u>20</u>	MEDIATION REPORT by David H. Lichter. Disposition: Adjourned.(Lichter, David) (Entered: 04/06/2016)
04/07/2016	<u>21</u>	Joint MOTION to Stay <i>Proceedings</i> by Darren Mickell. Responses due by 4/25/2016 (Paulino-Grisham, Alicia) (Entered: 04/07/2016)
04/11/2016	<u>22</u>	ORDER GRANTING JOINT MOTION TO STAY PROCEEDINGS AND REQUIRING STATUS REPORTING :ORDER granting <u>21</u> Motion to Stay(Joint Status Report due by 5/2/2016.). Closing Case. Motions Terminated: <u>21</u> Joint MOTION to Stay <i>Proceedings</i> filed by Darren Mickell. Signed by Judge James I. Cohn on 4/8/2016. (srd) NOTICE: If there are sealed documents in this case, they may be unsealed after 1 year or as directed by Court Order, unless they have been designated to be permanently sealed. See Local Rule 5.4 and Administrative Order 2014-69. (Entered: 04/12/2016)
05/09/2016	<u>23</u>	STATUS REPORT <i>Joint</i> by Darren Mickell (Paulino-Grisham, Alicia) Modified Text on 5/10/2016 (ls). (Entered: 05/09/2016)
07/05/2016	<u>24</u>	STATUS REPORT <i>Joint</i> by Darren Mickell (Paulino-Grisham, Alicia) Modified Text on 7/6/2016 (ls). (Entered: 07/05/2016)
09/07/2016	<u>25</u>	STATUS REPORT <i>Joint</i> by Darren Mickell (Paulino-Grisham, Alicia) Modified Text on 9/8/2016 (ls). (Entered: 09/07/2016)

11/02/2016	<u>26</u>	STATUS REPORT <i>Joint</i> by Darren Mickell (Paulino-Grisham, Alicia) Modified Text on 11/3/2016 (ls). (Entered: 11/02/2016)
12/02/2016	<u>27</u>	NOTICE of Change of Address by Alicia Paulino-Grisham (Paulino-Grisham, Alicia) (Entered: 12/02/2016)
01/03/2017	<u>28</u>	STATUS REPORT <i>Joint Status Report</i> by Darren Mickell (Paulino-Grisham, Alicia) (Entered: 01/03/2017)
03/02/2017	<u>29</u>	STATUS REPORT <i>Joint</i> by Darren Mickell (Paulino-Grisham, Alicia) Modified Text on 3/2/2017 (ls). (Entered: 03/02/2017)
05/01/2017	<u>30</u>	STATUS REPORT <i>Joint Status Report</i> by Darren Mickell (Paulino-Grisham, Alicia) (Entered: 05/01/2017)
07/05/2017	<u>31</u>	STATUS REPORT <i>Joint Status Report</i> by Darren Mickell (Paulino-Grisham, Alicia) (Entered: 07/05/2017)
09/06/2017	<u>32</u>	STATUS REPORT <i>Joint Status Report</i> by Darren Mickell (Paulino-Grisham, Alicia) (Entered: 09/06/2017)
11/15/2017	<u>33</u>	STATUS REPORT <i>Joint Status Report</i> by Darren Mickell (Paulino-Grisham, Alicia) (Entered: 11/15/2017)
11/20/2017	<u>34</u>	STATUS REPORT <i>Plaintiff's Status Report</i> by Darren Mickell (Attachments: # <u>1</u> Exhibit A)(Paulino-Grisham, Alicia) (Entered: 11/20/2017)
04/09/2018	<u>35</u>	MOTION to Withdraw as Attorney by Alicia Paulino-Grisham. by Darren Mickell. Responses due by 4/23/2018 (Paulino-Grisham, Alicia) (Entered: 04/09/2018)
04/09/2018	<u>36</u>	ORDER Setting Hearing on Motion <u>35</u> MOTION to Withdraw as Attorney by Alicia Paulino-Grisham. : Motion Hearing set for 4/17/2018 10:30 AM in Fort Lauderdale Division before Senior Judge James I. Cohn. Signed by Senior Judge James I. Cohn on 4/9/2018. (pes) (Entered: 04/10/2018)
04/10/2018	<u>37</u>	Unopposed MOTION to Reset Hearing on Plaintiff's Counsel's Motion to Withdraw re <u>36</u> Order Setting Hearing

		on Motion, by Darren Mickell. (Paulino-Grisham, Alicia) (Entered: 04/10/2018)
04/10/2018	<u>38</u>	PAPERLESS ORDER granting <u>37</u> Motion. The hearing on DI Law Group's Motion to Withdraw <u>35</u> , current set for April 17, 2018, is hereby reset to Wednesday, April 25, 2018 at 9:30 a.m. Plaintiff's counsel shall inform Plaintiff of the new hearing date. Signed by Senior Judge James I. Cohn on 4/10/2018. (pjn) (Entered: 04/10/2018)
04/10/2018		Set/Reset Deadlines/Hearings as to <u>35</u> MOTION to Withdraw as Attorney by Alicia Paulino-Grisham.. Motion Hearing set for 4/25/2018 09:30 AM in Fort Lauderdale Division before Senior Judge James I. Cohn. per DE 38 (cbr) (Entered: 04/11/2018)
04/20/2018	<u>39</u>	MOTION for Hearing by Bert Bell/Pete Rozelle NFL Players Retirement Plan. (Equi, Brian) (Entered: 04/20/2018)
04/23/2018	<u>40</u>	PAPERLESS ORDER granting <u>39</u> Defendant's Unopposed Motion for Leave to Appear Telephonically. At least one day prior to the hearing on Plaintiff's counsel's motion to withdraw, Defendant's counsel shall email the Court (cohn@flsd.uscourts.gov) the direct phone number where he may be reached for the hearing. The Court will then initiate the call at the start of the hearing. Signed by Judge James I. Cohn on 4/23/2018. (pjn) (Entered: 04/23/2018)
04/25/2018	<u>41</u>	Minute Entry for proceedings held before Senior Judge James I. Cohn: Motion Hearing held on 4/25/2018 re <u>35</u> MOTION to Withdraw as Attorney by Alicia Paulino-Grisham. filed by Darren Mickell. Court Reporter: Karl Shires, 954-769-5496 / Karl_Shires@flsd.uscourts.gov. (pjn) (Entered: 04/25/2018)
04/25/2018	<u>42</u>	ORDER REQUIRING Second Mediation, denying <u>35</u> MOTION to Withdraw as Attorney by Alicia Paulino-Grisham. filed by Darren Mickell. Signed by Senior Judge James I. Cohn on 4/25/2018. (pes) (Entered: 04/25/2018)

06/04/2018	<u>43</u>	MEDIATION STATUS REPORT ORDER. Status Report due by 6/12/2018. Signed by Senior Judge James I. Cohn on 6/4/2018. (pes) (Entered: 06/04/2018)
06/12/2018	<u>44</u>	STATUS REPORT <i>Joint Status Report</i> by Darren Mickell (Paulino-Grisham, Alicia) (Entered: 06/12/2018)
06/13/2018	<u>45</u>	PAPERLESS ORDER re Second Mediation. The parties are required to participate in a second mediation with mediator David H. Lichter on or before August 29, 2018. Within three (3) days of the second mediation, if the parties do not reach an agreement to fully resolve this case, the parties shall file a joint status report that identifies the matter that remain for the Court's consideration, as well as a proposed schedule for the completion of any remaining matters. Signed by Judge James I. Cohn on 6/13/2018. (pjn) (Entered: 06/13/2018)
08/29/2018	<u>46</u>	SUPPLEMENTAL MEDIATION REPORT by David H. Lichter. Disposition: Case did not settle.(Lichter, David) (Entered: 08/29/2018)
08/29/2018	<u>47</u>	ORDER REOPENING CASE AND REQUIRING JOINT STATUS REPORT, (Status Report due by 9/12/2018.) Stay is LIFTED. Signed by Senior Judge James I. Cohn on 8/29/2018. <i>See attached document for full details.</i> (pes) (Entered: 08/30/2018)
09/12/2018	<u>48</u>	STATUS REPORT <i>Joint</i> by Darren Mickell (Chmielarz, Melinda) (Entered: 09/12/2018)
09/14/2018	<u>49</u>	ORDER RESETTING TRIAL DATE AND PRETRIAL DEADLINES: Trial reset for 2/4/2019 at 9:00 AM before Senior Judge James I. Cohn. Calendar Call reset for 1/31/2019 at 9:00 AM before Senior Judge James I. Cohn. Dispositive Motions due by 11/19/2018. Signed by Senior Judge James I. Cohn on 9/13/2018. <i>See attached document for full details.</i> (pes) (Entered: 09/17/2018)
10/25/2018	<u>50</u>	Unopposed MOTION for Leave to File Excess Pages <i>Plaintiff's Unopposed Motion for Leave to File a Motion</i>

		<i>for Summary Judgment in Excess of Twenty Pages</i> by Darren Mickell. (Attachments: # <u>1</u> Text of Proposed Order)(Paulino-Grisham, Alicia) (Entered: 10/25/2018)
10/25/2018	<u>51</u>	PAPERLESS ORDER granting Plaintiff's Unopposed Motion for Leave to File a Motion for Summary Judgment in Excess of Twenty Pages. Plaintiff may file a Motion for Summary Judgment of up to thirty (30) pages. Signed by Judge James I. Cohn on 10/25/2018. (pjn) (Entered: 10/25/2018)
11/19/2018	<u>52</u>	Defendant's MOTION for Judgment <i>on the Administrative Record</i> by Bert Bell/Pete Rozelle NFL Players Retirement Plan. (Attachments: # <u>1</u> Exhibit, # <u>2</u> Exhibit, # <u>3</u> Exhibit, # <u>4</u> Exhibit, # <u>5</u> Exhibit, # <u>6</u> Exhibit, # <u>7</u> Exhibit, # <u>8</u> Exhibit, # <u>9</u> Exhibit, # <u>10</u> Exhibit)(Equi, Brian) (Entered: 11/19/2018)
11/19/2018	<u>53</u>	Plaintiff's MOTION for Summary Judgment <i>Plaintiff's Dispositive Motion for Summary Judgment and Incorporated Memorandum of Law</i> by Darren Mickell. Responses due by 12/3/2018 (Attachments: # <u>1</u> Exhibit A, # <u>2</u> Exhibit B)(Paulino-Grisham, Alicia) (Entered: 11/19/2018)
11/19/2018	<u>54</u>	Statement of: Undisputed Facts by Darren Mickell re <u>53</u> Plaintiff's MOTION for Summary Judgment <i>Plaintiff's Dispositive Motion for Summary Judgment and Incorporated Memorandum of Law</i> (Paulino-Grisham, Alicia) (Entered: 11/19/2018)
12/03/2018	<u>55</u>	RESPONSE in Opposition re <u>53</u> Plaintiff's MOTION for Summary Judgment <i>Plaintiff's Dispositive Motion for Summary Judgment and Incorporated Memorandum of Law</i> filed by Bert Bell/Pete Rozelle NFL Players Retirement Plan. Replies due by 12/10/2018. (Equi, Brian) (Entered: 12/03/2018)
12/03/2018	<u>56</u>	Defendant's RESPONSE <i>to Plaintiff's Statement of Undisputed Material Facts and Statement of Additional</i>

		<i>Material Facts</i> by Bert Bell/Pete Rozelle NFL Players Retirement Plan. (Equi, Brian) (Entered: 12/03/2018)
12/03/2018	<u>57</u>	RESPONSE in Opposition re <u>52</u> Defendant's MOTION for Judgment <i>on the Administrative Record</i> filed by Darren Mickell. Replies due by 12/10/2018. (Paulino-Grisham, Alicia) (Entered: 12/03/2018)
12/10/2018	<u>58</u>	RESPONSE in Support re <u>52</u> Defendant's MOTION for Judgment <i>on the Administrative Record</i> filed by Bert Bell/Pete Rozelle NFL Players Retirement Plan. (Equi, Brian) (Entered: 12/10/2018)
12/10/2018	<u>59</u>	RESPONSE in Support re <u>53</u> Plaintiff's MOTION for Summary Judgment <i>Plaintiff's Dispositive Motion for Summary Judgment and Incorporated Memorandum of Law Plaintiff's Reply in Support of His Motion for Summary Judgment</i> filed by Darren Mickell. (Paulino-Grisham, Alicia) (Entered: 12/10/2018)
01/15/2019	<u>60</u>	ORDER ON PARTIES DISPOSITIVE MOTIONS; granting <u>52</u> Motion for Judgment, denying <u>53</u> Motion for Summary Judgment. Signed by Senior Judge James I. Cohn on 01/15/2019. <i>See attached document for full details.</i> (jao). (Entered: 01/15/2019)
01/15/2019	<u>61</u>	FINAL JUDGMENT in favor of Bert Bell/Pete Rozelle NFL Players Retirement Plan against Darren Mickell. All pending Motions DENIED as MOOT. Closing Case. Signed by Senior Judge James I. Cohn on 01/15/2019. <i>See attached document for full details.</i> (jao) (Entered: 01/15/2019)
02/14/2019	<u>62</u>	Notice of Appeal as to <u>61</u> Judgment, by Darren Mickell. Filing fee \$ 505.00 receipt number 113C-11396581. Within fourteen days of the filing date of a Notice of Appeal, the appellant must complete the Eleventh Circuit Transcript Order Form regardless of whether transcripts are being ordered [Pursuant to FRAP 10(b)]. For information go to our FLSD website under Transcript

		Information. (Attachments: # <u>1</u> Exhibit A, # <u>2</u> Exhibit B) (Paulino-Grisham, Alicia) (Entered: 02/14/2019)
02/15/2019		Transmission of Notice of Appeal and Docket Sheet to US Court of Appeals re <u>62</u> Notice of Appeal. Notice has been electronically mailed. (hh) (Entered: 02/15/2019)
02/26/2019	<u>63</u>	Acknowledgment of Receipt of NOA from USCA re <u>62</u> Notice of Appeal, filed by Darren Mickell. Date received by USCA: 2/15/19. USCA Case Number: 19-10651-A. (hh) (Entered: 02/26/2019)
02/28/2019	<u>64</u>	TRANSCRIPT INFORMATION FORM by Darren Mickell re <u>62</u> Notice of Appeal,. No Transcript Requested. (Paulino-Grisham, Alicia) (Entered: 02/28/2019)

1

UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA
FORT LAUDERDALE DIVISION

CASE NO:

Darren Mickell
an individual.

Plaintiff,

vs.

Bert Bell/Pete Rozelle
NFL Players Retirement Plan,
a welfare benefit plan,

Defendant,

COMPLAINT

Plaintiff, DARREN MICKELL (“Plaintiff” and/or “Mr. Mickell”), through his undersigned counsel, files this Complaint against Defendant, BERT BELL/PETE ROZELLE NFL PLAYERS RETIREMENT PLAN (“Defendant” and/or “Defendant Plan”), and states as follows:

Jurisdiction and Venue

1. This is a civil action arising under the Employee Retirement Income Security Act of 1974, 29 U.S.C. §1001 et seq. (“ERISA”).
2. This Court has jurisdiction pursuant to 28 U.S.C. §1331 and specifically 29 U.S.C. §1132(e)(1).
3. The ERISA statute provides a mechanism for administrative or internal appeal of benefit denials. In this case, those avenues have been actually or deemed exhausted, and this matter is now properly before this Court for judicial review.

4. Venue is proper in the United States District Court for the Southern District of Florida, pursuant to 28 U.S.C. §1391 and specifically 29 U.S.C. §1132(e)(2), because an action may be brought in the district where the plan is administered, where the breach took place, or where the defendant resides or may be found. The breach took place and the Defendant can be found in the Southern District of Florida.

Nature of Action

5. This action seeks an award of football degenerative T&P benefits to Plaintiff, Darren Mickell, pursuant to an employee welfare benefit plan (“the Plan”).¹ ERISA applies to this action because the Plan constitutes an employee welfare benefit plan as defined by 29 U.S.C. § 1002(1). Plaintiff’s coverage under the Plan made him a participant in the Plan pursuant to 29 U.S.C. § 1002(7).

Parties

6. Mr. Mickell is a former professional football player who played in the National Football League (“NFL”) for nine seasons.

7. At all times relevant hereto, Plaintiff, Mr. Mickell has been a resident and citizen of the State of Florida.

8. At all times relevant hereto, Mr. Mickell was a participant in the Plan as a benefit incident to playing in the NFL. The Plan constituted an “employee welfare benefit plan” as defined by U.S.C. § 1002(1) and Plaintiff, Darren Mickell’s, coverage under the Plan made him a “participant” in the Plan pursuant to U.S.C. § 1002(7).

9. At all times relevant hereto, the NFL provided eligibility to receive monthly T&P benefits to any of its active players or inactive vested players, including Plaintiff, Darren

¹ A copy of the Policy document administratively produced by the Bert Bell/Pete Rozelle NFL Player Retirement Plan is attached hereto as Exhibit 1. This document will be referred to as “the Plan” herein, however, it is unknown at this time whether this is the complete and/or correct formal plan document at issue in this lawsuit.

Mickell, through the Plan. T&P benefits were awarded to any active player or inactive vested player determined to be totally and permanently disabled, which defendant Plan defined as:

5.2 Determination of Total and Permanent Disability.

General Standard. An Eligible Player who is not receiving monthly retirement benefits under Article 4 or Article 4A will be deemed to be totally and permanently disabled if the Retirement Board or the Disability Initial Claims Committee finds (1) that he has become totally disabled to the extent that he is substantially prevented from, or substantially unable to engage in any occupation or employment for remuneration or profit, but expressly excluding any disability suffered while in the military service of any country, and (2) that such condition is permanent. The educational level and prior training of a Player will not be considered in determining whether such Player is “unable to engage in any occupation or employment for remuneration or profit.” A Player will not be considered to be able to engage in any occupation or employment for remuneration or profit within the meaning of this Section 5.2 merely because, such person is employed by the League or an Employer, manages personal, or family investments, is employed by or associated with a charitable organization, is employed out of benevolence, or receives up to \$30,000 per year in earned income. A disability will be deemed to be “permanent” if it has persisted or is expected to persist for at least twelve months from the date of its occurrence, excluding any reasonably possible recovery period.

10. As a participant in the Plan, Mr. Mickell is entitled to receive disability benefits under the Plan if he meets the definition of Disability.

Statement of Facts

11. Mr. Mickell played in the NFL, from 1992 to 2001, for several teams including the Kansas City Chiefs, the New Orleans Saints, the San Diego Chargers, and the Oakland Raiders.

12. During his NFL career, and as the direct result of playing football in the NFL, Mr. Mickell sustained multiple, repeated impacts to his head, skeletal system, and joints.

13. Mr. Mickell played all of his NFL seasons as a defensive end. Over his career he sustained multiple serious injuries from repeated collisions with on the football field.

14. Mr. Mickell's first significant injury occurred in 1994 when while playing for Kansas City, he injured both knees.

15. During the 1994 season, the team physicians focused on alleviating Mr. Mickell's pain and keeping him on the field. At the end of the season both Mr. Mickell's knees required surgery.

16. Prior to the surgery, Mr. Mickell was given an injection in his back, which he understood would allow him to remain awake throughout the entire procedure. However, a mistake was made and Mr. Mickell was put to sleep for the surgery. Upon awakening, his back pain was worse than his knee pain. He was treated for both issues with pain management treatments and continued to play in the NFL.

17. Subsequently, Mr. Mickell suffered additional injuries to his right shoulder while playing football for the New Orleans Saints and as a result, in 1996 Mr. Mickell had to undergo surgery on his right shoulder. He continued to suffer pain following his surgery.

18. In 1999, he injured his left hip while playing for San Diego Chargers. His hip was drained several times, but the pain never resolved and became worse as he continued to play.

19. Throughout the last two years of his career Mr. Mickell was given cortisone shots and other pain numbing injections to alleviate the severe and chronic pain in his back, knees and hips; and he was also prescribed inflammatory medications to be taken daily.

20. The medication and injections afforded Mr. Mickell only very temporary and minor relief, and by the end of 2000 he was forced to retire from football due to his significant pain and limitations.

21. Mr. Mickell's career ended before the implementation of more stringent NFL rules designed to protect a player from head injuries.

22. Mr. Mickell was subjected to numerous sub-concussive blows to the head due to his position on the field. On multiple occasions Mr. Mickell suffered concussive blows to his head and missed plays because of his cognitive problems. Several times during his career Mr. Mickell had difficulty answering questions after sustaining a blow to the head.

23. Mr. Mickell began to experience cognitive deficiencies. He had noticeable short term memory loss, great difficulty staying focused, problems controlling his emotions and anger, and chronic headaches. He has difficulty sleeping and often wakes up in the middle of the night due to nightmares. He has become withdrawn from his family and friends. Additionally, Mr. Mickell has issues with controlling his temper, causing his family great concern that he may become violent and hurt himself or someone else.

24. Prior to beginning his NFL career, Mr. Mickell had no such issues.

25. After leaving the NFL, Mr. Mickell could not maintain work in any consistent capacity due to daily, constant headaches, as well as severe pain and limitations in both shoulders; chronic, stabbing pain down his back; constant hip pain; perpetual aches in both knees, cognitive deficiencies, and severe major depression and mood swings.

26. Over the years his pain continued to worsen and Mr. Mickell had great difficulty with physical, cognitive and emotional functioning.

27. At the time of his Application for Disability, as a direct result of injuries suffered while playing football for the NFL, Mr. Mickell had sustained the following injuries and suffered from the following conditions and diagnoses: Cervical and lumbar myofascial pain; chronic headaches, traumatic brain injuries with subsequent chronic posttraumatic headaches and cognitive deficits; Bilateral shoulder myofascial pain; bilateral knee myofascial pain; Left hip myofascial pain; bilateral joint effusions and signal changes within his patella cartilage and

subchondral bone, consistent with patella chondromalacia patellofemoral pain syndrome with severe degenerative changes of his patellofemoral articulation with recurrent effusions; anterior horn medial meniscus tear; grade II/III chondromalacia of his patella with superomedial plica of his left knee; thinning of his articular cartilage of the median ridge of his patella; pectoral's major and latissimus dorsi strain; tubular accumulation of fluid in his subscapular fossa interposed between the posterior-superior surface of the subscapularis muscle and the scapula with multiple septations within the fluid with irregularity of his inferior glenoid labrum; sprain to the anterior talofibular ligament of his left ankle; contusion with lumbosacral paraspinal muscle sprain of his right sacroiliac joint; an acute tear of his posterior joint capsule of his left shoulder joint associated with fluid extending from his joint into his adjacent soft tissue dorsal to the neck of his scapula with a tear of the posterior glenoid labrum with mild edema, posterior subluxation/dislocation of his humeral head with a large joint effusion identified within his glenohumeral joint; a small effusion at his right hip joint with low grade chondromalacia affecting the posterior aspect of his joint; changes at his acromioclavicular joint, consistent with an acromioclavicular separation; arthroscopic subacromial decompression with coracoacromial ligament resection, microscopically distal clavicle excision through anterior portal, anterior-posterior labral debridement, and anterior-superior labral repair, secondary to his left shoulder impingement syndrome and left shoulder acromioclavicular joint arthrosis with osteolysis; central disk herniation at his C6-C7 spinal level with bulging disks at his C4-C5 and C5 C6 spinal levels and straightening of his normal cervical lordosis; a distal biceps femoris muscle and tendon grade II strain with mild patellofemoral compartment osteoarthritic change, early and medial lateral compartment osteoarthritic change, with medial meniscal postsurgical change without recurrent meniscal tear, and a small right knee effusion; mild patellofemoral

compartment osteoarthritic change, early and medial lateral compartment osteoarthritic change; small left knee effusion, 2.0 x 2.9 x 4.3 cm ganglion cyst within the posterior intercondylar region along the posterior margin of his posterior cruciate ligament; and a chronic grade II osteochondral injury in his anterior medial femoral condyle; anterior left acetabular labral nondisplaced tear with moderate bilateral hip osteoarthritic change, greater on the left severe major depression, extreme anxiety and mood swings, and cognitive deficiencies.

28. In April 2012, Mr. Mickell attempted a return to work. He was employed by Freight Handlers, LLC in the Publix Deerfield Distribution Center in Deerfield. Unfortunately, due to his severe physical and cognitive impairments, Mr. Mickell frequently was unable to go to work or had to leave early. Mr. Mickell attempted to alter his work schedule to a four day week, but eventually he was simply unable to continue due to intense physical pain and weakness, as well as his cognitive limitations. Ultimately, after a short lived unsuccessful attempted work effort, Mr. Mickell was forced to cease his employment due to his disabilities.

29. On September 17, 2013, Mr. Mickell submitted his application for Disability benefits under the Plan to Defendant.

30. Defendant obtained a one page letter from the Human Resources department of Freight Handlers, LLC, explaining simply that Mr. Mickell was an employee. The letter from Freight Handlers, LLC, failed to include Mr. Mickell's hourly wage or the number of times he was absent from work or had to leave early as the result of his many ailments.

31. Defendant also had in its possession an Earnings Statement from August 15, 2013 which established that Mr. Mickell would not earn \$30,000.00 by the end of the year.

32. Defendant failed to further inquire from Mr. Mickell or Freight Handlers, LLC whether Mr. Mickell received (or would likely receive) in excess of \$30,000 per year in earned income, which is required to consider Mr. Mickell “employed” under the Plan.

33. Instead, based solely on the one page correspondence confirming employment from Freight Handlers, LLC, on September 27, 2013, Defendant incorrectly denied Mr. Mickell’s claim on the grounds that he was “currently employed,” despite the fact that he earned less than \$30,000.00 annually and he was unable to maintain employment in any occupation.

34. Mr. Mickell timely appealed Defendant’s decision.

35. With his appeal, Mr. Mickell provided clear evidence invalidating the sole basis for the denial of benefits (that he was “employed” under the terms of the Plan).

36. Moreover, Mr. Mickell submitted extensive and compelling additional medical information confirming that he is substantially prevented from and substantially unable to engage in any occupation or employment for remuneration or profit; his condition is permanent; and his total and permanent disability is football degenerative, as it arose out of NFL football activities while he was an active Player with the NFL.

37. Mr. Mickell submitted the medical records of his treating physicians, all of whom spent considerable time examining Mr. Mickell, and all of whom confirmed his inability to engage in employment.

38. On March 31, 2014, Mr. Mickell attended an independent medical examination (“IME”) performed by Craig H. Lichtblau, M.D., (“Dr. Lichtblau”) a Physician who is Board Certified in Physical Medicine and Rehabilitation, and a Fellow of the American Academy of Disability Evaluating Physicians.

39. Dr. Lichtblau performed a comprehensive functional capacity examination, physical examination, and thorough medical records review of the available evidence.

40. Mr. Mickell submitted to Defendant Dr. Lichtblau's comprehensive and independent report which concluded that, due to his multiple medical conditions, Mr. Mickell lacked the functional capacity to engage in gainful employment.

41. Moreover, on April 8th, 14th, and 21st, 2014, Mr. Mickell attended an independent neuropsychological evaluation performed by Mark E. Todd Ph.D. ("Dr. Todd") Licensed Psychologist and Clinical Neuropsychologist.

42. Mr. Mickell also submitted to Defendant the results of the comprehensive and independent report of Dr. Todd, which established that Mr. Mickell suffered from cognitive deficiencies and severe depression. Dr. Todd's report demonstrates that due to his severe mood, behavior, physical problems and cognitive difficulties, Mr. Mickell is prohibited from consistently attending work or completing work requirements.

43. The Plan informed Mr. Mickell that it would require him to undergo additional IMEs by physicians hired by the Plan.

44. Defendant gave Mr. Mickell a mere five day notice to attend an IME more than 70 miles from his residence, despite the fact that Mr. Mickell's disability renders it difficult and painful for him to drive long distances. Mr. Mickell had to request that the IME be rescheduled, as he was unable to secure travel arrangements within the allotted time.

45. Additionally, Mr. Mickell notified the Plan of his intent to have the IMEs videotaped by an independent third party, at his expense, providing legal authority for his position and explaining that he merely desired an accurate account of the examinations.

46. However, the Plan threatened Mr. Mickell with a denial of his claim if he made any attempt to record the evaluation, on his own or through a third party, indicating that it would consider it a refusal to attend the IME.

47. Moreover, the Plan further asserted that Mr. Mickell was not to have any direct contact with the IME physician prior to the examination and it prohibited Mr. Mickell from providing medical documentation to the IME physician.

48. Mr. Mickell participated in the IMEs, expressly reserving his right to dispute the independence of the evaluation and the Plan's reasonableness in investigating his claim.

49. On June 17, 2014, Mr. Mickell submitted to an IME conducted by an orthopedist hired by Plan. Defendant's physician spent less than 20 minutes with Mr. Mickell, during which he performed only a cursory physical examination, before he determined generally that Mr. Mickell could work.

50. Moreover, despite the fact that prior to the IME, Mr. Mickell provided ample medical records to Defendant and specifically requested that all records be sent to the IME, as Mr. Mickell was prohibited from providing any medical information directly, Defendant's hired physician's report indicated that he rendered his opinion without actually reviewing Mr. Mickell's substantial medical evidence, as "there were no records for review. No x-rays or MRIs."

51. Moreover, Defendant's hired physician asserted that he performed a comprehensive full body examination. However, as Mr. Mickell documented (given the Plan's refusal to allow a recording of the examination) and informed Defendant, its physician only performed a very brief examination of Mr. Mickell, during which he spent less than 20 minutes with him and performed only a cursory physical examination.

52. On August 19, 2014, Defendant next required Mr. Mickell to attend an IME by a neurologist hired by Defendant, in Atlanta, Georgia, despite the fact that there are ample independent neurologists in south Florida, where Mr. Mickell resides.

53. Defendant's hired neurologist briefly listened to Mr. Mickell describe his medical history and then gave him a few very short tests. Directly after the examination, Mr. Mickell provided a statement detailing that Defendant's hired physician spent a total of 15 minutes with Mr. Mickell, including the time spent going over his medical history, symptoms, restrictions and limitations.

54. In response to the questions included on the Plan's written questionnaire, Defendant's hired physician responded that "from [a] neurologist standpoint" Mr. Mickell does not have limitations. However, Defendant's physician listed his "Final Clinical Impressions" as "1. Chronic Headache Disorder with mild headache burden;" "2. very mild cognitive impairment;" "3. "significant depression and anxiety disorder which accounts for or contributes to the #2 [cognitive impairment]...."

55. Defendant required Mr. Mickell to undergo an evaluation by a neuropsychologist hired by Defendant, which occurred on August 20, 2014.

56. Defendant's physician conducted a very brief evaluation and incorrectly documented that Mr. Mickell was working with a friend 3 days a week in a job that was not cognitively demanding. Defendant's physician in part relied on this inaccurate assertion to find that Mr. Mickell was not limited from working, despite noting that he suffered from cognitive deficiencies.

57. Upon receipt of Defendant's physician's report, Mr. Mickell promptly advised Defendant that its physician's assertion that he was engaging in part-time work was completely inaccurate,

reiterated that he was not working in any capacity, and explained that he never provided this information to its' hired physician.

58. Further, Defendant's physician acknowledged that Mr. Mickell "may have medical impairment and psychiatric conditions which merit assessment" and further that "[t]here is clinically suggestive evidence [that Darren Mickell] may have a major depressive disorder and a panic disorder, which could impair his ability to secure and maintain successful employment."

59. On September 8, 2014, Defendant denied Mr. Mickell's appeal.

60. In its denial letter, Defendant failed to cite to all of the relevant plan provisions and included only a single paragraph as its rationale for the denial, simply stating that benefits were denied based on the opinions of three reviewing physicians.

61. On March 9, 2015, Mr. Mickell timely appealed Defendant's decision to the Board, providing overwhelming evidence of his disability under the Plan.

62. On April 7, 2015, Mr. Mickell received notice that he would be required to attend an IME in Tampa, Florida, scheduled less than a week later, in a location more than five hours away, and on the opposite side of the state from which Mr. Mickell resides.

63. On April 14, 2015, Mr. Mickell attended an IME performed an orthopaedist hired by Defendant. Defendant physician concluded Mr. Mickell suffered from "1. Cervical DJD early C4-6 with C5-6 central disc herniation and C6-7 central disc herniation. 2. Lumbar broad based disc herniation, L4-5 and L5-S1. 3. Bilateral shoulder moderate ac joint DJD, status post left shoulder distal clavicle resection with early DJD left shoulder. 4. Right hand fifth digit PIP contracture. Range of motion 30-90 degrees. 5. Right hip anterior labral tear per MRI. No obvious degenerative changes per the x-rays with decreased range of motion. 6. Bilateral knee patellofemoral DJD, moderate."

64. Despite his conclusions, the Plan's physician concluded that Mr. Mickell "probably" can perform "light duty" work.

65. On April 15, 2015, Mr. Mickell attended the IME performed by a neurologist hired by Defendant who concluded that Mr. Mickell was "[n]eurologically not presently disabled" from "sedentary work. No heavy lifting." However, Defendant's physician further noted that Mr. Mickell "may have mild cognitive problems" and also that he "needs psychological support."

66. On April 27, 2015, Mr. Mickell submitted to another neuropsychological evaluation with another neurologist hired by Defendant, this time in Durham, North Carolina. As Mr. Mickell contemporaneously documented which was later provided to Defendant, Defendant's hired physician advised Mr. Mickell that she could not complete the evaluation that day and required the interview portion of the evaluation be conducted over the telephone.

67. Defendant's physician concluded that "[b]ased on clinical observation and psychometric data" Mr. Mickell's some of Mr. Mickell's poor scores on testing "may be due to elevated psychiatric distress and pain." Defendant's physician concluded that "from a neurocognitive standpoint, there is insufficient evidence" to conclude that Mr. Mickell cannot be employed full-time. However, Defendant's physician provided that Mr. Mickell's "[p]sychological testing revealed major depression and significant anxiety" and that his "psychiatric dysfunction" warranted a thorough psychological evaluation.

68. On June 10, 2015, Mr. Mickell underwent an IME with Licensed Clinical Psychologist, Peggy Vermont. After conducting a thorough psychological evaluation, records review, and psychological and validity testing, Ms. Vermont concluded that "[b]ased on his history, psychological testing, current interview, and outside records, it appears that Mr. Mickell is suffering from significant mental health symptoms that are impeding his social, emotional, and

occupational functioning. Due [to] the severity of his mood and anxiety symptoms, Mr. Mickell is not deemed employable at this time.” She further concluded that while medication and therapy could provide some improvement in Mr. Mickell’s severe mental health symptoms, it will not likely improve his neurocognitive functioning, as Mr. Mickell’s cognitive deficits are mostly the result of “traumatic brain injuries.”

69. On July 7, 2015, Defendant required that Mr. Mickell travel to Texas to submit to an IME performed by a psychiatrist hired by Defendant. After a brief evaluation of Mr. Mickell, Defendant’s physician opined that Mr. Mickell suffers from “[d]epression and anxiety” and “has psychological difficulties which have an effect on his functioning.” However, he asserted that his psychological difficulties would not preclude him from “some kind of employment.”

70. Mr. Mickell submitted to Defendant an August 11, 2015 report by therapist Rosa Gonzalez, in which she explained that Mr. Mickell is unable to work in “any occupation” and further opined:

Darren is desperate for help. His level of depression and anxiety is palpable and has had a negative impact on his relationships and ability to be productive. He is angry and frustrated by his problems and his inability to get better and move on with his life. At this time he lacks the ability to be a reliable and productive employee.

Based on my review of the medical reports, my conversation with Dr. Nunez, and my personal observations and clinical examination, it is my opinion that as the result of the cognitive and emotional impairments ..., Mr. Mickell is unable to engage in any occupation.

71. On July 8, 2015, Mr. Mickell requested that Defendant provide him with a copy of the seventh IME report requesting it be furnished to him with sufficient time for independent review by Mr. Mickell’s treating physician before its submission to the Board.

72. On July 27, 2015, Mr. Mickell made a second request to Defendant for the seventh IME report as Defendant had yet to provide Mr. Mickell with a copy, despite being in receipt of the report since July 20, 2015.

73. Mr. Mickell did not receive a copy of the report until August 11, 2015, which gave him only four days to review its contents before Defendant was scheduled to review Mr. Mickell's appeal.

74. On August 19, 2015, Defendant affirmed its' decision to deny Mr. Mickell's appeal despite being in possession of overwhelming evidence that Mr. Mickell was and remained disabled under the terms of the Plan.

75. Defendant based its conclusion "primarily" on the incomplete, fundamentally flawed, contradictory, and unreliable reports of its' hired physicians, significantly misrepresenting the findings in said reports and ignoring the substantial and compelling evidence clearly evidencing Mr. Mickell's disability under the Plan.

76. By its actions to date, Defendant has failed to apply the "higher-than-marketplace quality standards" imposed on ERISA fiduciaries according to *Metro.Life Ins.Co. v. Glenn*, 128 S.Ct. 2343 (2008). Instead, Defendant has acted as Mr. Mickell's adversary and has failed to provide Mr. Mickell with a full and fair review of his claim.

77. Defendant is acting under a conflict of interest and in violation of its fiduciary obligations.

COUNT I

Action to Recover Plan Benefits, Enforce Rights Under the Plan & Clarify Entitlement to Plan Benefits Pursuant to 29 U.S.C. §1132 (a)(1)(B)

78. Plaintiff, Mr. Mickell, hereby incorporates by reference all of the allegations contained in paragraphs 1 through 77 of this Complaint, as if specifically recited herein.

79. Under the terms of the Plan, Defendant agreed to provide Mr. Mickell with benefits in accordance with the terms and conditions set forth within the Plan.

80. Defendant has failed and refused to pay Mr. Mickell the Plan benefits from September 17, 2013, to the present.

81. Mr. Mickell has satisfied all conditions precedent under the Plan and is thus eligible to receive benefits, as he has not waived or otherwise relinquished his entitlement to said benefits.

82. Defendant's failure to provide Mr. Mickell with benefits from September 17, 2013, through present was and is contrary to, and in violation of the terms of the Plan and Mr. Mickell's rights thereunder, and was and is contrary to clear, compelling and substantial medical evidence and other information that supports Mr. Mickell's right to benefits under the Plan.

83. Defendant suffers from an inherent conflict of interest because it pays Plan benefits from its own assets while also making the final determination as to whether to pay or deny claims for Plan benefits.

84. Defendant's failure to provide Mr. Mickell with benefits from September 17, 2013, through present was influenced by its inherent conflict of interest addressed in paragraph.

85. Defendant has failed to apply the provisions of the Plan consistently with respect to similarly situated Plan participants/claimants.

86. Defendant has failed to afford Mr. Mickell a full and fair review, and subjected Mr. Mickell to an unreasonable claims process according to 29 U.S.C. § 1133, and 29 C.F.R. § 2560.503-1.

87. The Plan benefits claim determination made by Defendant is arbitrary and capricious and in violation of ERISA.

88. Mr. Mickell is entitled to benefits under the Plan from September 17, 2013 and continuing.

89. Each monthly benefit owed to Mr. Mickell, from September 17, 2013, is a liquidated sum and became liquidated on the date the payment was due and payable.

90. Accordingly, Mr. Mickell is entitled to recover pre-judgment interest on each such payment.

91. As a direct result of Defendant's actions and inactions, Mr. Mickell has incurred significant costs and attorneys' fees.

92. Accordingly, Mr. Mickell is entitled to recover reasonable costs and attorneys' fees incurred, pursuant to ERISA, 29 U.S.C. § 1132(g)(1).

WHEREFORE, Plaintiff, MR. MICKELL, prays that this Honorable Court grant him the following relief:

- 1) A declaratory judgment herein declaring:
 - a. Plaintiff, Mr. Mickell, is Disabled pursuant to the language and within the meaning of the Plan;
 - b. Plaintiff, Mr. Mickell, shall be afforded the return of, or alternatively the financial relief from, any other employee plan benefits Plaintiff, Mr. Mickell, was promised he would receive while also qualifying as Disabled under the Plan, which he lost or was forced to bear the cost(s) of as a result of Defendant's, the Plans, wrongful denial of benefits;
 - c. Plaintiff, Mr. Mickell, shall be entitled to recoup all interest, costs, attorney's fees pursuant to 29 U.S.C. § 1132(g)(1);
 - d. Plaintiff, Mr. Mickell, may return to this Court, upon motion, to seek further declaratory relief in the event that it becomes necessary;

- 2) A judgment against Defendant, the Plan, for all benefits due to Plaintiff, Mr. Mickell, under the terms of the Plan due and owing since the denial of benefits, plus any interest thereon;
- 3) An award to Plaintiff, Mr. Mickell, of his reasonable costs and attorneys' fees pursuant to 29 U.S.C. §1132(g)(1); and
- 4) Such other and further relief this Court deems proper and just.

Dated: October 16, 2015

Respectfully Submitted,

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UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA
FORT LAUDERDALE DIVISION

Darren Mickell
an individual.

Plaintiff,

vs.

Bert Bell/Pete Rozelle
NFL Players Retirement Plan,
a welfare benefit plan,

Defendant,

_____ /

Exhibit 1

RECEIVED

MAR 11 2008

NFL PLAYER BENEFITS

**BERT BELL/PETE ROZELLE NFL PLAYER
RETIREMENT PLAN**

AMENDED AND RESTATED AS OF APRIL 1, 2007

BERT BELL/PETE ROZELLE NFL PLAYER RETIREMENT PLAN

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EXECUTION1

BERT BELL/PETE ROZELLE NFL PLAYER

RETIREMENT PLAN

INTRODUCTION

Since 1962, the Bert Bell NFL Player Retirement Plan ("Bert Bell Plan") has provided retirement, disability, and related benefits to eligible professional football players. Benefits were continued and increased under collective bargaining agreements entered into in 1970, 1977, and 1982. When the 1982 agreement expired in 1987, the National Football League Players Association ("NFLPA") and the National Football League Management Council ("Management Council") did not reach a comprehensive new agreement. In 1989, a new plan, the Pete Rozelle NFL Player Retirement Plan ("Pete Rozelle Plan"), was established to provide benefit accruals and ancillary benefits from that point forward in a manner similar to the Bert Bell Plan.

In 1993, the NFLPA and the Management Council entered into a new collective bargaining agreement ("CBA"). As part of that agreement, the Bert Bell Plan and the Pete Rozelle Plan were merged, effective March 30, 1994, to form this Bert Bell/Pete Rozelle NFL Player Retirement Plan ("Plan"). This merged Plan has been further revised in accordance with 1996, 1998, 2002, and 2006 amendments to the CBA, to comply with applicable law, and for other reasons.

This document contains the amended and restated Plan as of April 1, 2007 (unless otherwise indicated). Unless otherwise stated, this amended and restated Plan applies to benefits payable, and claims for benefits made, on or after April 1, 2007.

ARTICLE 1 DEFINITIONS

The terms below have the following meaning unless the context clearly indicates otherwise.

1.1 "Active Player" means a Player who is obligated to perform football playing services under a contract with an Employer; provided, however, that for purposes of Section 5.1 only, Active Player will also include a Player who is no longer obligated to perform football playing services under a contract with an Employer, but is within the period beginning when his last such contract expired or was terminated for any reason, and ending on the later of (a) the July 15 following the beginning of the period, or (b) the first day of preseason training camp.

1.2 "Actuarial Equivalent" means a benefit of equal value when computed in accordance with the interest rate and mortality assumptions defined in Appendix B. For this purpose, a benefit determinable from the assumptions defined in Appendix B will always be deemed to be of equal value.

1.3 "Administrator" means the Retirement Board, which will be considered to be the administrator of the Plan within the meaning of section 3(16)(A) of ERISA.

1.4 "Affiliate" means, with respect to a particular Employer, (a) any corporation, other than the Employer, which is a member of a controlled group of corporations (within the meaning of Code section 414(b)) of which such Employer is a member, (b) any trade or business, other than the Employer, which together with such Employer are under common control (within the meaning of Code section 414(c)), (c) any employer, other than the Employer, which is a member of an affiliated service group (within the meaning of Code section 414(m)) of which such Employer is a member, and (d) any other entity required to be aggregated with the Employer under section 414(o) of the Code.

1.5 "Annuity Starting Date" means the first day of the first period for which an amount is received as an annuity under Article 4, including any amount received under Article 4 by reason of Section 5.4, or any amount received as an early payment benefit under Section 4.5. A Player's Annuity Starting Date will not be earlier than the first day of the month coincident with or next following the date that the Player's benefit election form is received by the Retirement Board, except as provided in Sections 4.10, 4.11, and 4.12 (if elected in accordance with Treasury regulations section 1.417(e)-1(b)(3)(v)).

1.6 "Benefit Arbitrator" means the arbitrator described in Article LII of the 1993 CBA to resolve certain disputes specifically described therein relating to employee benefits.

1.7 "Benefit Credit" means the credit in Section 4.1 for the corresponding Credited Season.

1.8 "Code" means the Internal Revenue Code of 1986, as amended.

1.9 "Collective Bargaining Agreement" or "CBA" means the Collective

Bargaining Agreement, as amended, and any such future negotiated agreement, as applicable. "1993 CBA" means the Collective Bargaining Agreement in effect on May 6, 1993.

1.10 "Credited Season" means a Plan Year in which a Player:

(a) is an Active Player (including an injured Player who otherwise satisfies the definition of "Active Player") on the date of three or more Games, not including Game dates when he was on the Future List;

(b) after April 1, 1970, is injured in the course and scope of his employment for an Employer and by reason of such injury, and pursuant to an injury grievance settlement or an injury settlement waiver, receives payment equivalent to his salary for three or more Games or for a number of Games which, when added to the number of Games in such Plan Year for which he otherwise has credit, totals three or more;

(c) after reporting to at least one official pre-season training camp or official practice session during such Plan Year, (1) dies, (2) becomes totally and permanently disabled under Section 5.1(a) or Section 5.1(b), or (3) incurs a disability that subsequently qualifies for a benefit under Section 6.1;

(d) is absent from employment by an Employer while serving in the Armed Forces of the United States, provided such Player returns as an Active Player, after first being eligible for discharge from military service, by the later of (i) 90 days or any longer period prescribed by applicable law, or (ii) the opening of the official pre-season training camp;

(e) for payments on or after June 1, 1993, was absent from employment by an Employer while serving in the Armed Forces of the United States during the periods set forth in the table below if (1) during the one year period ending on the date he entered the Armed Forces, such Player either played professional football for an Employer or signed a contract (or a similar document) stipulating his intent to play professional football for an Employer, and (2) such Player was alive on the date set forth in the table below for the corresponding period:

For Plan Years:	Such Player Was Alive On:
April 1, 1941 through March 31, 1947	June 6, 1994
April 1, 1950 through March 31, 1955	May 1, 1996
April 1, 1960 through March 31, 1976	January 13, 2000

provided that Credited Seasons under this Section 1.10(e) will be granted only if and to the extent necessary for such Player to become a Vested Player; or

(f) has a season with at least eight games on the practice squad in a Plan Year (either before or after April 1, 2001) in which he did not otherwise earn a Credited Season, provided that he is otherwise vested and earns a Credited Season in 2001 or later. A Player may earn a maximum of one Credited Season under this Section 1.10(f) regardless of the number of seasons in which he has at least eight games on the practice squad.

A Player may earn no more than one Credited Season during a Plan Year. A Credited Season is identified by the calendar year in which it begins.

1.11 "Dependent" means a person for whom a personal exemption deduction is allowable under Code section 151, without regard to (a) the income of the Player, (b) whether the personal exemption deduction is allowable to or used by another person, or (c) whether the Player is divorced and/or has entered into a multiple support agreement with respect to such person.

1.12 "Disability Initial Claims Committee" means the committee described in Article 8.

1.13 "Employee" means an individual who (a) is employed by an Employer as an Active Player, or (b) is employed by an Employer or an Affiliate in a capacity other than as an Active Player (provided that such employment immediately precedes or immediately follows, without interruption, employment as an Active Player).

1.14 "Employer" means a member club of the League.

1.15 "ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

1.16 "Final League Year" means the League Year which is scheduled prior to its commencement to be the final League Year of the Collective Bargaining Agreement.

1.17 "Game" means any regular-season League game and any post-season League game except the Pro Bowl.

1.18 "Hour of Service" means:

(a) An hour for which an Employee is paid, or entitled to payment, for the performance of duties for an Employer or Affiliate during a Plan Year, with such an Hour of Service being credited for the Plan Year in which the duties were performed;

(b) An hour for which an Employee is paid, or entitled to payment, by an Employer or Affiliate on account of a period of time during which no duties are performed (irrespective of whether the employment relationship has terminated) due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty or leave of absence, with such an Hour of Service being credited for the Plan Year or, on a ratable basis, for the Plan Years with respect to which the payments are made; provided, however, that (1) no more than 501 Hours of Service will be credited under this paragraph to an Employee on account of any single continuous period during which the Employee performs no services (whether or not such period occurs in a single Plan Year), (2) Hours of Service will not be credited for any payment made or due under a plan maintained solely for the purpose of complying with applicable workers' compensation, unemployment compensation or disability insurance laws or for any payment which solely reimburses an Employee for medical or medically related expenses incurred by the Employee, and (3) a payment will be deemed to be made by or due from an Employer or Affiliate regardless

of whether such payment is made by or due from the Employer directly, or indirectly through, among others, a trust fund or insurance company to which the Employer or Affiliate contributes or pays premiums and regardless of whether contributions made or due to the trust fund, insurance company or other entity are for the benefit of particular Employees or on behalf of a group of Employees in the aggregate; and

(c) An hour for which back pay, irrespective of mitigation of damages, is either awarded or agreed to by an Employer, with such Hours of Service being credited for the Plan Year or Plan Years to which the award or agreement pertains (rather than the Plan Year or Plan Years in which the award, agreement or payment is made). An Hour of Service credited under subsections (a) or (b) above will not also be credited under this subsection (c). Crediting of Hours of Service for back pay awarded or agreed to with respect to periods described in subsection (b) will be subject to the limitations set forth therein. The determination of Hours of Service for reasons other than the performance of services and the crediting of Hours of Service to the appropriate Plan Year will be made on a basis consistent with 29 C.F.R. § 2530.200b-2(b) and (c), which is incorporated herein by reference.

An Employee's total Hours of Service in a Plan Year are determined as follows, without regard to whether the Employee actually completes more or less than the applicable number of Hours of Service indicated: (a) from July 1 through the following January 31, the Employee will be credited with 10 Hours of Service for each day on which he completes at least one Hour of Service; and (b) from February 1 through the following June 30, the Employee will be credited with 190 Hours of Service for each calendar month in which he completes at least one Hour of Service.

1.19 "League" means the National Football League and also, prior to February 1, 1970, the American Football League.

1.20 "League Year" means the period from February 20 of one year through and including February 19 of the following year, or such other one year period to which the NFLPA and the Management Council may agree.

1.21 "Management Council" means the National Football League Management Council, which is the collective bargaining representative of the Employers.

1.22 "Medical Advisory Physician" or "MAP" means one or more board-certified orthopedic physicians and any other physicians designated under Section 11.4.

1.23 "NFLPA" means the National Football League Players Association, which is the sole and exclusive bargaining representative of League professional football players.

1.24 "Normal Retirement Date" means the first day of the calendar month coincident with or next following a Player's 55th birthday.

1.25 "Plan" means this Bert Bell/Pete Rozelle NFL Player Retirement Plan.

1.26 "Plan Director" means the individual named by the Retirement Board to act on

its behalf in performing ministerial functions. The Plan Director will not have any discretionary authority or discretionary responsibility in the administration of the Plan, nor any discretionary control with respect to the management of the Plan or its assets.

1.27 "Plan Year" means a 12-month period from April 1 to March 31. A Plan Year is identified by the calendar year in which it begins.

1.28 "Player" means any person who is or was employed under a contract by an Employer to play football in the League and who is or was: (a) on the Active List or the Inactive List (as such lists are or have been defined in the Constitution and By-Laws of the League) of an Employer; (b) on an Employer's roster without being on the Active List by reason of injuries sustained in the Chicago Tribune All-Star Game; (c) injured in the course and scope of his employment for an Employer and by reason of such injury paid under such contract for all or part of the Plan Year in which the injury occurs or occurred; (d) on the Move List, or, for the purposes of the benefits provided by Articles 5, 6 and 7, on the Future List of an Employer after April 1, 1970 (as such lists have been defined in the Constitution and By-Laws of the League); or (e) on the Reserve/Physically Unable to Perform or the Reserve/NFI-EL Lists of an Employer (as such lists have been defined in the Constitution and By-Laws of the League).

1.29 "Retirement Board" means the board described in Article 8.

1.30 "Spouse" means a Player's lawful spouse, as recognized under applicable state law (but only to the extent such state law is consistent with 1 U.S.C. section 7), or a former spouse to the extent provided under a Qualified Domestic Relations Order as described in section 414(p) of the Code. A Player's Spouse on his Annuity Starting Date will be the Player's Spouse for purposes of Section 4.4(b)(2) and, if the beneficiary is the Spouse, Section 4.4(c)(4), except as may be provided in a Qualified Domestic Relations Order.

1.31 "Trust" means the trust agreement for the Bert Bell/Pete Rozelle NFL Player Retirement Plan, as amended or restated from time to time.

1.32 "Trustee" means the trustee of the Trust and any successor trustee(s) of such Trust.

1.33 "Vested Inactive Player" means a Vested Player who is not an Active Player.

1.34 "Vested Player" means a Player who:

- (a) earns five Credited Seasons;
- (b) earns four Credited Seasons, including a Credited Season after the 1973 Plan Year;
- (c) earns three Credited Seasons, including a Credited Season after the 1992 Plan Year;
- (d) after the 1975 Plan Year, is an Employee on his Normal Retirement Date;
- (e) after receiving total and permanent disability benefits under Article 5, is found to no

longer qualify for total and permanent disability;

(f) is an Employee after the 1975 Plan Year and has at least 10 Years of Service (only for the purpose of applying Article 4 or Section 7.3 and not for any other purpose);

(g) is an Employee after the 1988 Plan Year and has at least four Years of Service, at least one of which occurred after the 1988 Plan Year and is a Plan Year in which the Employee did not earn a Credited Season (only for the purpose of applying Article 4 or Section 7.3 and not for any other purpose);

(h) is an Employee after the 1992 Plan Year and has at least three Years of Service, at least one of which occurred after the 1992 Plan Year and is a Plan Year in which the Employee did not earn a Credited Season (only for the purpose of applying Article 4 or Section 7.3 and not for any other purpose); or

(i) (1) earned at least four (4) Credited Seasons, the last of which is earned prior to the 1974 Plan Year, and (2) is alive on June 1, 1998 (only for the purpose of applying Article 4 or Section 7.3, and not for any other purpose).

The Benefit Credits of a Vested Player are nonforfeitable, and the Benefit Credits of a nonvested Player are forfeitable.

1.35 "Year of Service" means a Plan Year in which an Employee completes at least 1,000 Hours of Service or earns a Credited Season.

**ARTICLE 2
ELIGIBILITY**

All Players participate in the Plan.

ARTICLE 3 CONTRIBUTIONS

3.1 Contributions. For each Plan Year that begins prior to the expiration of the Final League Year, a contribution to the Trust will be made by the Employers, as actuarially determined to be necessary to fund the benefits provided in this Plan based on the actuarial assumptions and methods contained in Appendix A. Contributions will be made only to the extent they are within the deduction limits of Code section 404 for the Plan Year for which they are made. Contributions, if any, for Plan Years beginning on and after the expiration of the Final League Year will be determined pursuant to (i) any extensions of the CBA, or (ii) future Collective Bargaining Agreements and/or extensions thereto, if any. Contributions will be used exclusively to provide benefits and to pay expenses. Contributions for a Plan Year will be made on or before the last day of the Plan Year. Any contribution not received by the Trustee on or before the date it is due will bear interest from the due date to the date of receipt by the Trustee at an annual rate of 6% interest. It will be the duty of the Retirement Board to pursue all available legal remedies in an effort to ensure payment of all contributions due under any Collective Bargaining Agreement.

3.2 Employer Obligations. The Employers do not guarantee any benefits under the Plan, except as provided under applicable law. The Employers will have no obligation to make contributions to the Trust, except as provided under Section 3.1 above, a Collective Bargaining Agreement, or ERISA. The sources of revenue to be used to satisfy any contribution obligation of the Employers will be exclusively within the control of the Employers.

3.3 Exclusive Benefit of Contributions. All contributions under this Plan will be held by the Trust for the exclusive benefit of Players and their beneficiaries. Notwithstanding the above, any contribution to the Plan made by or on behalf of an Employer due to a mistake of fact or law, including contributions that are not within the deduction limits of Code section 404 for the Plan Year for which they are made, will be returned to such Employer within six months of the determination that such contribution was in error. The return of contributions is limited to that portion of the contribution as to which there was a mistake of fact or law. A returned contribution will not include the earnings attributable to the contribution, but will be reduced by any losses attributable to the contribution.

ARTICLE 4 RETIREMENT BENEFITS

4.1 Benefit Credits. Effective for payments on or after June 1, 2006, a Player's Benefit Credit for each of his Credited Seasons will be determined according to the following table:

Credited Season	Benefit Credit
Before 1982	\$ 250
1982 through 1992	255
1993 and 1994	265
1995 and 1996	315
1997	365
1998 through the Plan Year that begins prior to the expiration of the Final League Year	470

Payments for periods on and after June 1, 2006 for Players in pay status on that date will be proportionately increased under the 2006 amendments to the 1993 CBA based on the sum of that Player's new and prior Benefit Credits or, if greater, by \$50. For payments for periods prior to June 1, 2006, a Player's Benefit Credit for each of his Credited Seasons will be determined based on the versions of the Plan in effect for such periods.

4.2 Monthly Pension. A Vested Player's monthly pension at any time is the sum of his Benefit Credits for each of his Credited Seasons. A Vested Player's monthly pension may be adjusted according to the date he begins to receive benefits (see Section 4.3 below), and the form or manner in which benefits are paid (see Sections 4.4 and 4.5 below).

4.3 Normal, Deferred and Early Retirement. A Vested Player may elect to begin to receive benefits as of his Normal Retirement Date or, subject to Section 4.7 below, as of the first day of any month following his Normal Retirement Date. A Vested Inactive Player with at least one Credited Season prior to the 1993 Plan Year may also elect to begin to receive benefits as of the first day of any month coincident with or next following such Vested Inactive Player's 45th birthday and before his Normal Retirement Date. All such elections (including the election of the form of payment pursuant to Sections 4.4 and 4.5 below) must be filed in writing with the Retirement Board and may not be revoked after the initial payment is mailed or otherwise transmitted to the Player. The monthly pension of a Vested Inactive Player who begins to receive benefits after his Normal Retirement Date will be increased so as to be the Actuarial Equivalent of the monthly pension he could have elected to receive at his Normal Retirement Date. The monthly pension of a Vested Player who begins to receive benefits before his Normal Retirement Date will be decreased so as to be the Actuarial Equivalent of the monthly pension he could have elected to receive at his Normal Retirement Date. Further adjustments to a Vested Player's monthly pension may also be made as described in Sections 4.4 and 4.5 below depending on the form or manner in which benefits are paid.

4.4 Normal and Optional Forms of Payment; Qualified Joint and Survivor Annuity Requirements.

(a) Unless an optional form of benefit is selected pursuant to a "qualified election" within the 180-day period ending on a Vested Player's Annuity Starting Date, a married Vested Player's monthly pension will be paid in the form of a "qualified joint and survivor annuity," and an unmarried Vested Player's monthly pension will be paid in the form of a "life only pension."

(b) The following definitions will apply for purposes of this Section 4.4:

(1) **"Qualified election"** means a waiver of a qualified joint and survivor annuity. The waiver must be in writing and must be consented to by the Player's Spouse. The Spouse's consent to a waiver must be witnessed by a notary public and, if benefits are to be paid to an alternate beneficiary, must be limited to a benefit for a specific alternate beneficiary or beneficiaries. Notwithstanding this consent requirement, if the Player establishes to the satisfaction of the Retirement Board that such written consent cannot be obtained because there is no Spouse, because the Spouse cannot be located, or because of such other circumstances as may be provided in Treasury regulations, a Player's waiver will be deemed a qualified election without a Spouse's consent. Any consent (or establishment that consent is not required) necessary under this provision will be valid only with respect to such consenting Spouse, who may not revoke such consent. A revocation of a prior waiver may be made by a Player without the consent of the Spouse at any time before the commencement of benefits. The number of revocations by a Player is not limited. Any new waiver or change of beneficiary will require a new spousal consent.

The Retirement Board will give each Player, not more than 180 days before his Annuity Starting Date, a written explanation of (i) the terms and conditions of the qualified joint and survivor annuity, (ii) the Player's right to make (and the effect of) an election to waive the qualified joint and survivor annuity, (iii) the rights of the Player's Spouse, (iv) the Player's right to make (and the effect of) a revocation of a previous election to waive the qualified joint and survivor annuity, and (v) the amounts of the various optional forms of benefit.

A Player will have at least 30 days to decide whether to waive the qualified joint and survivor annuity. A Player may waive his right to this 30-day period by making an affirmative election to commence benefits, with, if applicable, spousal consent; however, benefits will not commence before the expiration of the 7-day period that begins on the day after the Player receives the written explanation of the qualified joint and survivor annuity. Additionally, the Player has the right to revoke an affirmative election to commence benefits until the Annuity Starting Date, or, if later, until the expiration of the 7-day period referred to in the preceding sentence.

(2) **"Qualified joint and survivor annuity"** means a monthly annuity for the life of the Player with a monthly survivor annuity for the life of the Spouse equal to 50% of the amount of the monthly annuity payable during the life of the Player, which benefit will be the Actuarial Equivalent of the life only pension form of benefit described in Section 4.4(c)(1).

(c) Subject to Section 4.4(a) above, a Vested Player may elect to receive benefits in any one of the following forms:

(1) "Life only pension" - equal monthly pension payments payable during the Player's lifetime only.

(2) "Qualified joint and survivor annuity" - the benefit described in Section 4.4(b)(2) above.

(3) "Life only pension with Social Security adjustment" - monthly pension payments payable during the Player's lifetime adjusted such that the sum of the pension payment plus the Player's expected Social Security benefit beginning at age 62 is the same before and after age 62, and further adjusted such that the Player's monthly pension from the Plan will not be less than \$50. This option may only be elected by a Player who has at least one Credited Season prior to the 1993 Plan Year. This option is not available with respect to Benefit Credits for Credited Seasons prior to 1959. For purposes of this Section 4.4(c)(3), for Players with at least one Credited Season within the period 1959 through 1963, Credited Seasons prior to 1959 needed to reach five Credited Seasons (when added to the Player's Credited Seasons after 1958) will be treated as having occurred after 1958.

(4) "Life and contingent annuitant pension" - equal monthly pension payments payable to the Player during his lifetime, and if the Player predeceases the person designated by him as his contingent annuitant, all or a fraction of his monthly pension, as designated in writing by the Player, will continue for the life of the contingent annuitant. The contingent annuitant must be the Player's Spouse, parent, child, brother, sister, or Dependent, and the fraction must be one of the following percentages: 25%, 50%, 75%, or 100%.

(5) "Life and 10-year certain pension" - equal monthly pension payments payable for the greater of 120 months or the Player's lifetime, with any remaining guaranteed payments being continued after the Player's death to his designated beneficiary or, if none, the Player's estate.

Benefits payable for the life of a Player, Spouse, or contingent annuitant will continue through the month in which such person's death occurs. Where a Player receives his monthly pension under any optional form of benefit described in paragraphs (2), (3), (4), or (5) above (with spousal consent if required), his monthly pension will be reduced to be the Actuarial Equivalent of his monthly pension under the form of benefit described in paragraph (1) above.

Effective for payments on and after April 1, 2006, the monthly benefit of a Player who (i) has elected a qualified joint and survivor annuity under Section 4.4(c)(2) or a life and contingent annuitant pension under Section 4.4(c)(4) with his Spouse as the beneficiary, and (ii) survives or has survived his Spouse, will increase to the amount that would have been paid if the Player had elected a life only pension under Section 4.4(c)(1) as of his Annuity Starting Date (including subsequent benefit increases). The increase in benefit under the previous sentence will be paid beginning as of the later of (i) the first day of the month following the date of his Spouse's death, and (ii) April 1, 2006, and will continue for the life of the Player; provided,

however, no increase will be paid for any month that begins more than 42 months before the date upon which the Player first notifies the Retirement Plan of his Spouse's death.

4.5 Early Payment Benefit. A Vested Player who leaves League football on or after March 1, 1977, who has at least one Credited Season prior to the 1993 Plan Year, and who is no longer an Employee may elect to receive an "early payment benefit" in the form of a lump sum, a life only pension (as defined in Section 4.4(c)(1)), or a qualified joint and survivor annuity (as defined in Section 4.4(b)(2)). This election must be filed in writing with the Retirement Board, and must be consented to by the Player's Spouse under the qualified election rules in Section 4.4(b)(1). The amount of an early payment benefit will be the Actuarial Equivalent of 25% of the sum of a Player's Benefit Credits. The early payment benefit will be payable as soon as administratively practicable after the later of (a) the date of the Player's election, or (b) the one year anniversary of the date the Player ceases to be an Active Player. If a Player receives an early payment benefit, his monthly pension will be based upon 75% of the sum of his Benefit Credits under Section 4.1 at the time of the early payment benefit distribution (but 100% of any Benefit Credit increases that take effect after the early payment benefit is paid), with such remaining monthly pension being payable under Sections 4.3 and 4.4. If a Player elects an early payment benefit after March 31, 1982, any subsequent total and permanent disability benefits under Article 5 and any subsequent line-of-duty disability benefits under Article 6 will be the greater of (1) the monthly amount of such benefit reduced by 25% or (2) the monthly amount of such benefit based upon 75% of the sum of his Benefit Credits under Section 4.1 at the time of the early payment benefit distribution (but 100% of any Benefit Credit increases that take effect after the early payment benefit is paid). If a Player elects an early payment benefit after March 31, 1982, any subsequent widow's and surviving children's death benefits under Section 7.2 and spouse's pre-retirement death benefit under Section 7.3 that ever may be payable to him, his surviving Spouse, his children or other beneficiaries, will be based upon 75% of the sum of his Benefit Credits under Section 4.1 at the time of the early payment benefit distribution (but 100% of any Benefit Credit increases that take effect after the early payment benefit is paid).

4.6 Deemed Distributions. If the present value of a Player's vested monthly pension is zero at the time he terminates employment as an Employee, the Player will be deemed to have received a distribution of all of his vested monthly pension. The present value of any monthly pension will be the Actuarial Equivalent of the normal form of benefit.

If a Player receives a deemed distribution pursuant to this Section and then resumes employment as an Active Player prior to the termination of the Plan, he will be deemed to have repaid his deemed distribution, and any forfeited monthly pension will be restored. The re-employed Player's Years of Service and Credited Seasons before the deemed distribution will be counted for vesting purposes.

4.7 Required Distributions.

(a) Payment of benefits to a Player, other than a Player who earns a Credited Season during the 1989, 1990, 1991, or 1992 Plan Years, will begin no later than the first day of the month after the Player's 65th birthday, without regard to whether the Player remains employed by an Employer and without regard to any election to defer benefits under Section 4.3. Payment

of benefits to any other Player will begin no later than the April 1 of the calendar year following the calendar year in which such Player attains age 70½.

(b) Notwithstanding any other Plan provision:

(1) Benefits will be distributed over a period of not longer than: (a) the life of the Player; (b) the lives of the Player and his Spouse; or (c) a period not extending beyond the life expectancy of the Player or the joint and last survivor life expectancies of the Player and his Spouse. For purposes of this Section, life expectancy will be determined in accordance with Treasury regulation section 1.401(a)(9)-6 Q&A 3, which is incorporated herein by reference;

(2) Any annuity payments made under this Section will be made on a monthly basis and may not increase (except as a result of any additional accruals or benefit increases under this Plan). Further, any distributions under this Plan must satisfy the minimum distribution incidental benefit requirement of Treasury regulation section 1.401(a)(9)-6 Q&A 2, which is incorporated herein by reference;

(3) If a Player dies after distribution of his monthly pension has commenced, any remaining portion of such Player's monthly pension will continue to be distributed at least as rapidly as under the method of distribution being used prior to the Player's death; and

(4) If a Player dies before distribution of his monthly pension commences, any remaining portion of such Player's monthly pension will be distributed no later than five years after the date of the Player's death, except that:

(i) If the beneficiary is the Player's surviving Spouse, distributions will begin by the later of (A) December 31 of the calendar year immediately following the calendar year in which the Player died, or (B) December 31 of the calendar year in which the Player would have attained age 70½, and will be made over a period not exceeding the life expectancy of such Spouse; or

(ii) If any portion of the benefit is payable to a designated beneficiary, distributions will begin on or before the December 31 of the calendar year immediately following the calendar year in which the Player died, and will be made over a period not exceeding the life expectancy of such designated beneficiary.

(c) (1) Unless otherwise elected in writing by a Player to begin earlier, distribution of benefits will begin not later than 60 days after the close of the Plan Year in which the latest of the following occurs:

- (i) The Player's Normal Retirement Date;
- (ii) The 10th anniversary of the date the Player commenced participation in the Plan; or
- (iii) The date the Player ceases to be an Employee.

(2) However, notwithstanding Section 4.7(c)(1) above, distribution of benefits will not commence until a Player makes such elections and submits such information as are required by the Retirement Board; except that, if a Player does not make such elections and submit such information by the date that the payment of benefits is required to begin in accordance with Section 4.7(a), the Player's benefits will be paid in accordance with Section 4.7(a) based upon certain assumptions made by the Plan regarding the Player's marital status and, if the Player is assumed to be married, the age of the Player's Spouse. Such assumptions will be made based upon all information in the possession of the Plan. If the Plan has no information regarding a Player's marital status, the Plan will assume that the Player is married. If the Plan has no information regarding the age of a Player's Spouse, the Plan will assume that the Spouse is ten years younger than the Player. If the Player later makes such elections and provides such information as are required by the Retirement Board, or if additional information is obtained by the Retirement Board, the Player's benefit payments will be recalculated and adjusted retroactively (without interest) back to the date payments began.

4.8 Rollovers Out of the Plan. Notwithstanding any provision in the Plan to the contrary, a "distributee" may elect, at the time and in the manner prescribed by the Retirement Board, to have any portion of an "eligible rollover distribution" paid directly to an "eligible retirement plan" specified by the distributee in a "direct rollover." For purposes of this Section, the following terms will be defined as follows:

(a) "Distributee" means a person who is entitled to a distribution under the Plan and who is a Player, a Player's surviving Spouse, or a Player's Spouse or former Spouse who is the alternate payee under a Qualified Domestic Relations Order, as defined in section 414(p) of the Code;

(b) "Eligible rollover distribution" means any distribution of all or any portion of a distributee's benefit under the Plan, except that an eligible rollover distribution does not include: (1) any distribution that is one of a series of substantially equal periodic payments (payable not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated beneficiary, or for a specified period of 10 years or more; (2) any distribution to the extent such distribution is required under section 401(a)(9) of the Code; and (3) the portion of any distribution that is not includible in gross income;

(c) "Eligible retirement plan" means an individual retirement account described in section 408(a) of the Code, an individual retirement annuity described in section 408(b) of the Code, an annuity plan described in section 403(a) of the Code, or a qualified trust described in section 401(a) of the Code, that accepts the distributee's eligible rollover distribution. Eligible retirement plan also means an annuity contract described in Code section 403(b) and an eligible plan under Code section 457(b) which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan. The same definition of eligible retirement plan also will apply in the case of a distribution to an eligible Spouse who is the Participant's surviving spouse, or to a former spouse to the extent provided under a Qualified Domestic Relations Order as described in Code section 414(p); and

(d) "Direct rollover" means a payment by the Plan to the eligible retirement plan specified by the distributee.

4.9 Special Rules. Notwithstanding any other Plan provisions, Benefit Credits for Credited Seasons prior to 1959 will not be paid with respect to any period prior to July 1, 1993 and will be actuarially increased to the extent the Annuity Starting Date is after the later of June 1, 1993 or the Player's Normal Retirement Date. For purposes of this Section 4.9, Credited Seasons prior to 1959 needed to reach five Credited Seasons (when added to the Player's Credited Seasons after 1958) will be treated as having occurred after 1958.

4.10 Additional Rules for Certain Veterans. A Player who is vested solely because of Section 1.10(e) may elect to commence receiving benefits as of the later of June 1, 1993 or his Normal Retirement Date, under any optional form of benefit described in Section 4.4(c)(1), (2), (4) or (5), but not Section 4.4(c)(3). Such benefits will be actuarially increased to the extent the Player's Annuity Starting Date is after the later of June 1, 1993 or his Normal Retirement Date. Such benefits will be paid to a Player or his beneficiary retroactive to the later of June 1, 1993 or his Normal Retirement Date and will begin as soon as practicable after a completed application for the benefits is submitted to the Retirement Board. The surviving Spouse of a Player who is entitled to benefits solely because of Section 1.10(e) will receive a benefit as if the Player had elected one day before his death a 100% contingent annuity pension under Section 4.4(c)(4) with the Spouse as the contingent annuitant, unless the Player, with spousal consent, elected a different form of benefit prior to his death.

4.11 Additional Rules for Players Vested Solely Because of Section 1.34(i). Notwithstanding any other Plan provisions, the following additional rules will apply to any Player who is vested solely because of Section 1.34(i):

(a) Such a Player may elect to receive benefits under any of the forms described in Section 4.4(c)(1), (2), (4), or (5), but not Section 4.4(c)(3);

(b) Such a Player will be entitled to receive benefits pursuant to an Annuity Starting Date of June 1, 1998 or later;

(c) A benefit paid to such a Player will be actuarially increased to the extent his Annuity Starting Date is after the later of June 1, 1998 or the Player's Normal Retirement Date; and

(d) No beneficiary of such a Player who dies prior to his Annuity Starting Date will be entitled to receive any benefit, except that the surviving Spouse of such a Player will be entitled to receive, as of the first day of the month following the date of the Player's death, a benefit equal to the amount she would have received had the Player elected a qualified joint and survivor annuity with respect to his Benefit Credits on the day prior to his death, unless he elected another form of benefit.

4.12 Special Rules Regarding Payment Options for Certain Vested Players. Notwithstanding Section 4.11, Players who became Vested Players in 2002 or 2003 because of

an interpretation of Section 1.10(a) or Section 1.10(e) by the Retirement Board that relates to Credited Seasons for Plan Years prior to the 1970 Plan Year may elect to receive a retroactive distribution for the sum of monthly benefits from the later of (1) June 1, 1998 or (2) the Player's Normal Retirement Date to the date of payment, and his monthly benefit will not be actuarially increased. If the Player elects an Annuity Starting Date after the later of (1) or (2) above, his monthly benefit will be actuarially increased.

ARTICLE 5 TOTAL AND PERMANENT DISABILITY

5.1 Total and Permanent Disability Benefits. Any Active Player or Vested Inactive Player (other than a Player who has no Credited Seasons after 1958), who is determined by the Retirement Board or the Disability Initial Claims Committee to be totally and permanently disabled, will receive a monthly total and permanent disability benefit. Such benefit will commence after the expiration of a six-month waiting period measured from the date of such total and permanent disability, except as provided in Section 5.7. The amount of such monthly benefit will be equal to the sum of the Benefit Credits (excluding Benefit Credits for Credited Seasons prior to 1959) of the Player, including, if applicable, the scheduled Benefit Credit, as provided in Section 1.10(c)(2), for the Plan Year in which such total and permanent disability occurs. This amount may be increased as provided in subsections (a) through (e) below.

Except as provided in Section 5.7, all benefits provided by this Article will be retroactive to the later of (a) the first of the month following the date of the total and permanent disability, or (b) July 1, 1993, and will be payable for life or until cessation of such total and permanent disability. Whether benefits are payable for total and permanent disability for periods prior to July 1, 1993, and the amount of any such benefits, will be determined based on the versions of the Bert Bell NFL Player Retirement Plan or the Pete Rozelle NFL Player Retirement Plan, as appropriate, in effect for such periods. No benefits under this Article 5 (including an increase in benefits under Section 5.4) will be payable with respect to any future or past month or other period of time to a Player who first makes a claim for benefits under this Article after he begins to receive his monthly pension under Article 4.

(a) (Active Football). The monthly total and permanent disability benefit will be no less than \$4,000 if the disability(ies) results from League football activities, arises while the Player is an Active Player, and causes the Player to be totally and permanently disabled "shortly after" the disability(ies) first arises.

(b) (Active Nonfootball). The monthly total and permanent disability benefit will be no less than \$4,000 if the disability(ies) does not result from League football activities, but does arise while the Player is an Active Player and does cause the Player to be totally and permanently disabled "shortly after" the disability(ies) first arises.

(c) (Football Degenerative). The monthly total and permanent disability benefit will be no less than \$4,000 if the disability(ies) arises out of League football activities, and results in total and permanent disability before 15 years after the end of the Player's last Credited Season.

(d) (Inactive). The monthly total and permanent disability benefit will be no less than \$1,750 (\$1,500 in the event that the written application for total and permanent disability benefits or similar letter that began the administrative process that resulted in the award of the total and permanent disability benefits was received before April 1, 2007) if (1) the total and permanent disability arises from other than League football activities while the Player is a Vested Inactive Player, or (2) the disability(ies) arises out of League football activities, and results in total and permanent disability 15 or more years after the end of the Player's last Credited Season. The

minimum benefits provided under this Section 5.1(d) will be offset by any disability benefits provided by an employer other than the League or an Employer, but will not be offset by worker's compensation.

(e) (Dependent Child). If a written application for total and permanent disability benefits or similar letter that began the administrative process that resulted in the award of the total and permanent disability benefits was received before April 1, 2007, a benefit for a Dependent child will be determined based on the Plan in effect for such periods.

A Player who becomes totally and permanently disabled no later than six months after a disability(ies) first arises will be conclusively deemed to have become totally and permanently disabled "shortly after" the disability(ies) first arises, as that phrase is used in subsections (a) and (b) above, and a Player who becomes totally and permanently disabled more than 12 months after a disability(ies) first arises will be conclusively deemed not to have become totally and permanently disabled "shortly after" the disability(ies) first arises, as that phrase is used in subsections (a) and (b) above. In cases falling within this six- to twelve-month period, the Retirement Board or the Disability Initial Claims Committee will have the right and duty to determine whether the "shortly after" standard is satisfied.

Effective for payments on and after November 1, 1998, Sections 5.1(a), 5.1(b), and 5.1(c) will not apply to a total and permanent disability caused by the use of, addiction to, or dependence upon (1) any controlled substance (as defined in 21 U.S.C. sec. 802(6)), unless (i) such use of, addiction to, or dependence upon results from the substantially continuous use of a controlled substance that was prescribed for League football activities or for an injury (or injuries) or illness arising out of League football activities of the applicant while he was an Active Player, and (ii) an application for total and permanent disability benefits is received based on such use of, addiction to, or dependence upon a controlled substance no later than eight (8) years after the end of the Player's last Credited Season; (2) alcohol; or (3) illegal drugs. Effective for payments on and after November 1, 1998, if a Player's benefit has been increased pursuant to Section 5.4 with respect to a total and permanent disability to which Section 5.1(a), 5.1(b), or 5.1(c) do not apply after November 1, 1998, such benefit will be reduced to the greater of the sum of the Player's Benefit Credits or the minimum amount specified in Section 5.1(d). All other provisions of Section 5.4 will continue to apply to such benefit. For purposes of this section, the term 'illegal drugs' includes all drugs and substances (other than alcohol and controlled substances, as defined above) used or taken in violation of law or League policy.

Effective for payments on and after November 1, 1998, a payment for total and permanent disability as a result of a psychological/psychiatric disorder may only be made, and will only be awarded, for benefits under the provisions of Section 5.1(b) or Section 5.1(d).

Notwithstanding the foregoing, a total and permanent disability as a result of a psychological/psychiatric disorder may be awarded under the provisions of Section 5.1(a) or Section 5.1(c) if the requirements for a total and permanent disability are otherwise met and the psychological/psychiatric disorder either (1) is caused by or relates to a head injury (or injuries) sustained by a Player arising out of League football activities (e.g., repetitive concussions); (2) is caused by or relates to the use of a substance prescribed by a licensed physician for an injury (or

injuries) or illness sustained by a Player arising out of League football activities; or (3) is caused by an injury (or injuries) or illness that qualified the Player for total and permanent disability benefits under Section 5.1(a).

5.2 Determination of Disability. An Active Player or a Vested Inactive Player, other than a Player who has begun receiving his monthly pension under Article 4, will be deemed to be totally and permanently disabled if the Retirement Board or the Disability Initial Claims Committee finds that he has become totally disabled to the extent that he is substantially prevented from or substantially unable to engage in any occupation or employment for remuneration or profit, but expressly excluding any disability suffered while in the military service of any country. A Player will not be considered to be able to engage in any occupation or employment for remuneration or profit within the meaning of this Section 5.2 merely because such person is employed by the League or an Employer, manages personal or family investments, is employed by or associated with a charitable organization, or is employed out of benevolence.

Whenever the Retirement Board or the Disability Initial Claims Committee undertakes to make a determination with respect to the total and permanent disability of any person applying for total and permanent disability benefits under this Article 5, such person may first be required to submit to an examination by a competent physician or physicians selected by the Retirement Board or the Disability Initial Claims Committee and may be required to submit to such further examinations as, in the opinion of the Retirement Board or the Disability Initial Claims Committee, are necessary to make an adequate determination respecting his physical or mental condition. Any person refusing to submit to any physical examination will not be entitled to any total and permanent disability benefits under this Article.

A Player whose claim for benefits under this Article has been denied and is not subject to further administrative review will be presumed conclusively to be not totally and permanently disabled for twelve months following the date of such final denial. However, the Retirement Board or the Disability Initial Claims Committee may waive this twelve-month rule upon a showing by the Player that the Player may have become totally and permanently disabled since the date of the original claim due to a new injury or condition.

5.3 Re-Evaluation. Any person receiving total and permanent disability benefits may be required to submit to periodic physical examinations for the purpose of re-examining his condition. The examinations will occur not more often than once every three (3) years, except that upon request of three or more voting members of the Retirement Board, examinations may occur as frequently as once every six months. For each calendar year in which a person receives total and permanent disability benefits, he must submit a complete copy, with all schedules and attachments, of his annual federal income tax return by July 1 of the following calendar year. A person who has not filed his annual federal income tax return by July 1 must either (1) submit a signed statement that he does not intend to file such tax return, and state the amount of total income from all sources for that year, or (2) submit an accounting of his total income from all sources for that year, and provide such federal income tax return promptly after it is filed. If the Retirement Board or the Disability Initial Claims Committee determines that such person is no longer totally and permanently disabled, the total and permanent disability benefits will

terminate. The total and permanent disability benefits of any person refusing to submit to a required physical examination or to submit an annual federal income tax return (or equivalent) will be suspended until such refusal is resolved to the satisfaction of the Retirement Board. If such refusal is not resolved to the satisfaction of the Retirement Board within one year after such person is notified of the consequences of his refusal, his total and permanent disability benefits will be terminated. In that event, such person must submit a new application to be eligible to receive any further total and permanent disability benefits, but the classification rules of Plan section 5.6(a) and 5.6(b) will not apply.

5.4 Retirement on Disability. If, as a result of the last physical examination prior to a Player's Normal Retirement Date, the Retirement Board or the Disability Initial Claims Committee determines that the Player continues to be totally and permanently disabled, he will be entitled to a monthly pension under Article 4, with his total and permanent disability benefit under Section 5.1(a), 5.1(b), 5.1(c), or 5.1(d), whichever previously applied, substituted for the sum of his Benefit Credits for life or until cessation of such total and permanent disability, subject, however, to Section 5.3. Section 4.4 will govern the form in which benefits are paid, and may provide for an actuarial reduction in benefits in accordance with the rules of that Section. Dependent child benefits under Section 5.1(e) will continue to be paid only during the Player's lifetime and only as long as the child continues to be the Player's Dependent.

5.5 [Reserved].

5.6 Classification Rules.

(a) A Player who becomes totally and permanently disabled and who satisfies the conditions of eligibility for benefits under Section 5.1(a), 5.1(b), 5.1(c), or 5.1(d) will be deemed to continue to be eligible only for the category of benefits for which he first qualifies, unless the Player shows by evidence found by the Retirement Board or the Disability Initial Claims Committee to be clear and convincing that, because of changed circumstances, the Player satisfies the conditions of eligibility for a benefit under a different category of total and permanent disability benefits.

(b) A Player whose total and permanent disability benefits terminate will thereafter remain eligible to receive total and permanent disability benefits in accordance with Section 5.1 should the Player experience a subsequent period of total and permanent disability. Any such subsequent total and permanent disability will be classified in accordance with the provisions of Section 5.1, without regard to the classification of any previous period of total and permanent disability.

(c) For purposes of the Article 5, the term "League football activities" will have the meaning given in Article 6.

5.7 Limit on Retroactive Benefits and Claims. Effective for claims for benefits received on and after November 1, 1998, no total and permanent disability benefit under this Article 5 will be payable with respect to any month or other period of time that precedes by more than forty-two (42) months the date the Retirement Board first receives a written application or

similar letter requesting such benefit, provided that such written application or similar letter begins the administrative process that results in the award of the benefit. A Player's total and permanent disability benefits will not be reclassified or otherwise increased with respect to any month or other period of time that precedes by more than forty-two (42) months the date the Retirement Board receives a written application or similar letter requesting such reclassification or increase that begins the administrative process that results in the award of the benefit. In determining the appropriate classification of benefits for a Player who is totally and permanently disabled, it will be conclusively presumed that the Player was not totally and permanently disabled for all months or other periods of time more than forty-two (42) months prior to the date the Retirement Board receives a written application or similar request for total and permanent disability benefits that begins the administrative process that results in the award of the benefit. The forty-two month limitation period in each of the above sentences will be tolled for any period of time during which such Player is found by the Retirement Board or the Disability Initial Claims Committee to be physically or mentally incapacitated in a manner that substantially interferes with the filing of such claim.

ARTICLE 6 LINE-OF-DUTY DISABILITY

6.1 Line-of-Duty Disability Benefits. Any Player who incurs a "substantial disablement" (as defined in Section 6.4(a) and (b)) "arising out of League football activities" (as defined in Section 6.4(c)) will receive a monthly line-of-duty disability benefit equal to the greater of (a) the sum of the Player's Benefit Credits, including, if applicable, the scheduled Benefit Credit, as provided in Section 1.10(c)(3), for the Plan Year in which the disability that subsequently qualifies as a substantial disablement, is incurred, and (b) \$1,000. The benefit will be payable monthly, beginning as of the first day of the month following the date the disability qualifies as a substantial disablement, and continuing for the duration of such substantial disablement but not for longer than 90 months.

6.2 Relationship to Other Benefits. If both a line-of-duty disability benefit and a total and permanent disability benefit are otherwise payable during a month, only the larger of the two benefits will be paid. After line-of-duty disability benefit payments end, a Player may continue to receive total and permanent disability benefits if he is eligible for such benefits under Article 5. A Player may not receive benefits under this Article 6 for any months in which he is receiving monthly retirement benefits under Article 4. No benefits under this Article 6 will be payable with respect to a future or past month or other period of time to a Player who first makes a claim for benefits under this Article after he begins to receive his monthly pension under Article 4.

6.3 Procedures. Any claim for line-of-duty disability benefits must be submitted in writing to the Retirement Board within 48 months after a Player ceases to be an Active Player, but this period will be tolled for any period of time during which such Player is found by the Retirement Board or the Disability Initial Claims Committee to be physically or mentally incapacitated in a manner that substantially interferes with the filing of such claim.

The Retirement Board or the Disability Initial Claims Committee will determine a Player's substantial disablement, and may, but need not, rely on reports from a physician or physicians approved by the Retirement Board. A Player receiving line-of-duty disability benefits will be subject to further examinations to determine whether he remains eligible for the benefit. One such examination will occur on or about two years after the Player's effective date and another on or about five years after the Player's effective date. Further examinations will also occur any time requested by three or more voting members of the Retirement Board, but not more frequently than once every six months. If the Retirement Board or the Disability Initial Claims Committee determines that the substantial disablement of the Player has terminated, the line-of-duty disability benefit payments will cease.

6.4 Definitions.

(a) For applications received on or after May 1, 2002, a "substantial disablement" is a "permanent" disability that:

- (1) Results in a 50% or greater loss of speech or sight; or

- (2) Results in a 55% or greater loss of hearing; or
- (3) Is the primary or contributory cause of the surgical removal or major functional impairment of a vital bodily organ or part of the central nervous system; or
- (4) For orthopedic impairments, using the American Medical Association *Guides to the Evaluation of Permanent Impairment* (Fifth Edition, Chicago, IL) ("AMA Guides"), is (a) a 38% or greater loss of use of the entire lower extremity; (b) a 23% or greater loss of use of the entire upper extremity; (c) an impairment to the cervical or thoracic spine that results in a 25% or greater whole body impairment; (d) an impairment to the lumbar spine that results in a 20% or greater whole body impairment; or (e) any combination of lower extremity, upper extremity, and spine impairments that results in a 25% or greater whole body impairment.

In accordance with the AMA Guides, up to three percentage points may be added for excess pain in each category above ((a) through (e)). The range of motion test will not be used to evaluate spine impairments.

(b) A disability will be deemed to be "permanent" if it has persisted or is expected to persist for at least 12 months from the date of its occurrence and if the Player is not an Active Player.

(c) "Arising out of League football activities" means a disablement arising out of any League pre-season, regular-season, or post-season game, or any combination thereof, or out of League football activity supervised by an Employer, including all required or directed activities. "Arising out of League football activities" does not include, without limitation, any disablement resulting from other employment, or athletic activity for recreational purposes, nor does it include a disablement that would not qualify for benefits but for an injury (or injuries) or illness that arises out of other than League football activities.

6.5 Prior Standard. Any Player awarded and receiving line-of-duty disability benefits pursuant to an application received prior to May 1, 2002 will continue to have a substantial disablement, for purposes of Section 6.3, if (1) his impairment has not improved, or (2) his impairment has improved but still meets the qualifying percentages of Section 6.4(a).

ARTICLE 7 DEATH BENEFITS

7.1 After Retirement. In the event of the death of a Vested Inactive Player who dies on or after the date his retirement benefits begin, benefits will continue to be paid only if (a) the form of benefits is a qualified joint and survivor annuity and the Player is survived by his Spouse, (b) the form of benefits is a life and contingent annuitant pension and the Player is survived by his contingent annuitant, or (c) the form of benefits is a life and 10-year certain pension and the 10-year guaranteed period has not yet expired. In each of these cases, the benefits paid following such Player's death will be limited to those payable under the applicable form of benefits.

7.2 Widow's and Surviving Children's Benefit. If a Player dies before the date his retirement benefits begin, and he was, at the time of his death, (a) an Active Player, (b) a Vested Inactive Player who is vested solely because of Credited Seasons, and not by reason of Years of Service after ceasing to be an Active Player, or (c) entitled to disability benefits under Articles 5 or 6 (regardless of when such entitlement is determined), his surviving Spouse, or if there is no surviving Spouse, his surviving minor children, if any, will, subject to Section 7.4 below, receive a monthly widow's and surviving children's benefit equal to the greater of (a) 50% of the Player's Benefit Credits, or (b) 3,600. Further, for the first 48 months following such Player's death, the amount of this benefit will be (a) for a Player who is an Active Player after the 1976 Plan Year, no less than \$6,000 per month, and (b) for a Player who is an Active Player after the 1981 Plan Year, no less than \$9,000 per month. For payments with respect to months prior to April 1, 2006, the Widow's and Surviving Children's Benefit will be determined based on the Plan in effect for such periods.

A surviving Spouse will receive the first payment of this benefit beginning as of the first of the month following the Player's death, and the last payment as of the first of the month in which she dies or remarries, whichever occurs sooner. Following the death or remarriage of the surviving Spouse, this benefit will be divided equally among the surviving minor children, if any. For purposes of this Section, a child will be considered to be a minor child until he or she reaches age 19 (or, age 23 if in college), or continuously if mentally or physically incapacitated.

Benefit Credits for Credited Seasons prior to 1959 will not be included to determine the benefit, if any, paid under this Section 7.2. For purposes of the preceding sentence, for Players with at least one Credited Season within the period 1959 through 1963, Credited Seasons prior to 1959 needed to attain five Credited Seasons (when added to the Player's Credited Seasons after 1958) will be treated as having occurred after 1958.

7.3 Spouse's Pre-Retirement Death Benefit. If a married Vested Player dies before the date his retirement benefits begin, his surviving Spouse will, subject to Section 7.4 below, receive payments as described below:

(a) If the Player dies after his "earliest retirement age," the Player's surviving Spouse will receive the same benefit that would be payable if the Player had begun to receive benefits in the form of an immediate qualified joint and survivor annuity with 50% continuation (as

described in Section 4.4(c)(2)) on the day before the Player's death; or

(b) If the Player dies on or before his "earliest retirement age," the Player's surviving Spouse will receive the same benefit that would be payable if the Player had:

- (1) Survived to his earliest retirement age;
- (2) Begun to receive benefits in the form of an immediate qualified joint and survivor annuity with 50% continuation described in Section 4.4(c)(2) at his earliest retirement age; and
- (3) Died on the day after his earliest retirement age.

For purposes of this Section, "earliest retirement age" means, for a Player who has a Credited Season prior to the 1993 Plan Year, the first day of the calendar month in which he would have attained age 45, and, for any other Player, the first day of the calendar month in which he would have attained age 55.

7.4 Elections. If both a widow's and surviving children's death benefit and a Spouse's pre-retirement death benefit might be payable, the surviving Spouse may elect to receive one or the other, but not both, of these death benefits. This election must be in writing and may not be revoked after the initial payment is mailed or otherwise transmitted to the surviving Spouse. Prior to her election, the surviving Spouse will be provided with an explanation of the terms and conditions of the two death benefits and the financial effect of the election of one such benefit over the other.

7.5 Miscreant Rule. After a Player's death, no benefits under this Article will be paid to a person who is convicted, pleads guilty, or pleads no contest in connection with the death of the Player. Any benefits paid under this Article will be determined as if such person did not exist.

ARTICLE 8
THE RETIREMENT BOARD AND
DISABILITY INITIAL CLAIMS COMMITTEE

8.1 Selection of the Retirement Board. The Retirement Board will consist of seven members. The members of the Retirement Board are as follows:

- (a) Three voting members appointed by the NFLPA.
- (b) Three voting members appointed by the Management Council.
- (c) The Commissioner of the NFL will be an ex-officio, non-voting member.

The Commissioner will be honorary Chairman of the Retirement Board, and either the Commissioner or, in his absence, his designee, will preside at all meetings of the Retirement Board. The Commissioner's duties and responsibilities under and with respect to the Plan are limited to those that are specifically described in the Plan.

Two Vice Chairmen will be selected. One will be designated from among their number by the members on the Retirement Board appointed by the NFLPA and the other designated from among their number by the members on the Retirement Board appointed by the Management Council. The duties of the Vice Chairmen will be established by the Retirement Board.

The NFLPA and the Management Council will each be entitled to name a proxy for each member on the Retirement Board which it has appointed. Such proxy may be designated any time prior to or during any Retirement Board meeting. This proxy will remain in effect until revoked or the end of that Retirement Board meeting, whichever occurs first.

The NFLPA and the Management Council will have the authority to remove and appoint a replacement for any member on the Retirement Board either has respectively appointed. Any member on the Retirement Board may resign by notice to the Vice Chairmen. If there is a vacancy on the Retirement Board, the appointing party will designate a successor. Until a successor is appointed, the remaining members on the Retirement Board may act on behalf of the Retirement Board; provided, however, that in order to act, the Retirement Board always must have at least four voting members.

8.2 Authority of the Retirement Board. The Retirement Board will be the "named fiduciary" of the Plan within the meaning of section 402(a)(2) of ERISA, and will be responsible for implementing and administering the Plan, subject to the terms of the Plan and Trust. The Retirement Board will have full and absolute discretion, authority and power to interpret, control, implement, and manage the Plan and the Trust. Such authority includes, but is not limited to, the power to:

- (a) Define the terms of the Plan and Trust, construe the Plan and Trust, and reconcile any inconsistencies therein;

- (b) Decide claims for benefits (except that initial claims for disability benefits will be decided by the Disability Initial Claims Committee, and that the Retirement Board will abide by the provisions of Section 8.3);
- (c) Pay all reasonable and necessary expenses of the Plan;
- (d) Adopt procedures, rules, and forms for the administration of the Plan;
- (e) Delegate its power and duties to other persons and appoint and assign authority to other persons (including, but not limited to accountants, investment managers, counsel, actuaries, appraisers, consultants, professional plan administrators, and other specialists), or otherwise act to secure specialized advice or assistance, as it deems necessary or desirable in connection with the administration of the Plan (with the Retirement Board, to the extent not prohibited by applicable law, being entitled to rely conclusively upon and being fully protected in acting or in declining to act in good faith reliance upon, the advice or opinion of such persons, provided that such persons are prudently chosen and retained by the Retirement Board);
- (f) Establish an investment policy for the Plan;
- (g) Select the Trustee(s) and enter into an agreement(s) with the Trustee(s) setting forth the terms of the Trust;
- (h) Select an investment manager(s), within the meaning of section 3(38) of ERISA, to assume investment responsibility with respect to some or all of the assets of the Trust;
- (i) Commence or defend suits or legal proceedings involving the Plan or Trust;
- (j) Settle, compromise or submit to arbitration any claims, debts or damages due or owing to or from the Plan or Trust;
- (k) Inspect the records of any Employer as reasonably necessary for the Retirement Board to perform its obligations under the Plan and Trust;
- (l) Obtain fidelity bonds and fiduciary insurance coverage;
- (m) Delegate to any one of their number authority to sign documents on behalf of the Retirement Board and to perform other ministerial acts, when acting by a majority of voting members on the Retirement Board; and
- (n) Recover any overpayment of benefits through reduction or offset of future benefit payments or other method chosen by the Retirement Board.

8.3 Disputes of the Retirement Board.

- (a) Medical Disputes. If the voting members of the Retirement Board are deadlocked

with respect to a decision as to (1) whether a claimant medically is substantially prevented from or substantially unable to engage in any occupation or employment for remuneration or profit within the meaning of Section 5.2, or (2) whether an applicant meets the requisite percentage disability requirements to be eligible for line-of-duty disability benefits, the Retirement Board may by an affirmative vote of three voting members submit such disputes to a Medical Advisory Physician for a final and binding determination regarding such medical issues. The Medical Advisory Physician will have full and absolute discretion, authority and power to decide such medical issues. In all other respects, including the interpretation of this Plan and whether the claimant is entitled to benefits, the Retirement Board will retain its full and absolute discretion, authority and power under Sections 8.2 and 8.9.

(b) **Benefits Disputes.** If the voting members of the Retirement Board are deadlocked with respect to a decision as to whether or to what extent any person is eligible for or entitled to benefits under this Plan, the Retirement Board may by an affirmative vote of three voting members submit such dispute for final and binding arbitration in accordance with the procedures and practices in use prior to the CBA.

(c) **Other Disputes.** If the voting members of the Retirement Board are deadlocked for any other reason, the Retirement Board may by an affirmative vote of three voting members submit such disputes to the Benefit Arbitrator for a final and binding determination in accordance with the procedures of the CBA.

8.4 Selection of the Disability Initial Claims Committee.

(a) The Disability Initial Claims Committee will consist of two members. One member will be appointed by the NFLPA, and one member will be appointed by the Management Council.

(b) The NFLPA and the Management Council will each be entitled to name a proxy for the member of the Disability Initial Claims Committee each has appointed. Such proxy may be designated any time prior to or during any Disability Initial Claims Committee meeting. This proxy will remain in effect until revoked or the end of that Disability Initial Claims Committee meeting, whichever occurs first.

(c) The NFLPA and the Management Council will have the authority to remove and appoint a replacement for the member of the Disability Initial Claims Committee each has appointed. A member of the Disability Initial Claims Committee may resign by notice to the Vice-Chairmen of the Retirement Board. If there is a vacancy on the Disability Initial Claims Committee, the appointing party will designate a successor. In order to act, the Disability Initial Claims Committee always must have two members.

8.5 Authority of the Disability Initial Claims Committee. The Disability Initial Claims Committee will be responsible for deciding all initial claims for any and all disability benefits under this Plan. The Disability Initial Claims Committee also will make initial decisions under Sections 5.3 and 6.3 as to whether Players currently receiving disability benefits should continue to receive those benefits. At the request of a member of the Disability Initial Claims

Committee, the Disability Initial Claims Committee will reconsider any decision it has made. When making the decisions described in this Section 8.5, the Disability Initial Claims Committee will have full and absolute discretion, authority and power to interpret the Plan and the Trust.

8.6 Disputes of the Disability Initial Claims Committee. If the members of the Disability Initial Claims Committee are deadlocked with respect to a decision as to whether a claimant is entitled to a benefit, the claim will be deemed denied. However, if such claimant is currently receiving disability benefits, and if such deemed denial is appealed to the Retirement Board within 60 days from the date the notice of the deemed denial was mailed to the claimant, benefits will continue to be paid until and unless the Retirement Board determines on appeal that the claimant is no longer entitled to the benefits. If such claimant is currently receiving disability benefits and if such deemed denial is not appealed to the Retirement Board within 60 days from the date the notice of the deemed denial was mailed to the claimant, benefits will not be paid with respect to any month that begins more than 60 days from the date of the deemed denial. If the deemed denial is later appealed to the Retirement Board within the 180-day period described in Section 11.6(a) and the Retirement Board upholds the claimant's appeal, benefits will be paid retroactive to a date on or after the benefits ceased, as determined by the Retirement Board.

8.7 Meetings.

(a) **Retirement Board.** The Retirement Board will meet quarterly and a member on the Retirement Board may participate in a meeting by means of conference telephone or similar communications equipment. Except as otherwise provided in Section 8.3, any action by the Retirement Board will require four affirmative votes. The Retirement Board may make decisions to take any action without calling a meeting, but any decisions so made, or action so taken, will be evidenced by a written instrument signed by at least four voting members on the Retirement Board.

(b) **Disability Initial Claims Committee.** The Disability Initial Claims Committee will meet periodically and the members of the Disability Initial Claims Committee may participate in a meeting by means of conference telephone or similar communications equipment. Any action by the Disability Initial Claims Committee will require two affirmative votes. The Disability Initial Claims Committee may make decisions and take any action without calling a meeting, but any decisions so made, or action so taken, will be evidenced by a written instrument signed by both members of the Disability Initial Claims Committee.

8.8 Duty of Care. The Retirement Board and the Disability Initial Claims Committee will discharge their duties with respect to the Plan and Trust solely and exclusively in the interest of the Players and their beneficiaries, and with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent man acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims. The duties of the Retirement Board and the Disability Initial Claims Committee will only be those specifically undertaken pursuant to the Plan and Trust. No member of the Retirement Board or the Disability Initial Claims Committee will be liable for the act of any other member, except to the extent required by law. In the event that any dispute arises as to any act to be performed by the Retirement Board, the members of the Retirement Board may, to the extent

permitted by ERISA, postpone the performance of such act until (a) actual adjudication of such dispute has been made in a court of competent jurisdiction, or (b) they are indemnified against any liability.

8.9 Discretionary Acts. Benefits under this Plan will be paid only if the Disability Initial Claims Committee, or the Retirement Board, or its designee, decides in its discretion that the applicant is entitled to them. In exercising their discretionary powers under the Plan and Trust, the Retirement Board and the Disability Initial Claims Committee will have the broadest discretion permissible under ERISA and any other applicable laws, and their decisions will be binding upon all persons affected thereby.

8.10 Indemnification.

(a) To the extent permitted by applicable law, each member of the Retirement Board and the Disability Initial Claims Committee, their alternates, and employees of the Plan will be indemnified and saved harmless by the Plan and Trust from and against any and all claims of liability arising in connection with the exercise of their duties and responsibilities with respect to the Plan and Trust by reason of any act or omission, including all expenses reasonably incurred in the defense of such act or omission, unless (1) it is established by final judgment of a court of competent jurisdiction that such act or omission involved a violation of the duties imposed by Part 4 of Subtitle B of Title I of ERISA on the part of such person, or (2) in the event of settlement or other disposition of such claim involving the Plan or Trust, it is determined by written opinion of independent counsel that such act or omission involved a violation of the duties imposed by Part 4 of Subtitle B of Title I of ERISA on the part of such person. The independent counsel referred to in subparagraph (2) will be selected by mutual agreement of the NFLPA and the Management Council. If those parties cannot agree, an independent counsel will be selected by the Benefit Arbitrator.

(b) To the extent permitted by applicable law, the Trust will pay expenses (including reasonable attorneys' fees and disbursements), judgments, fines and amounts paid in settlement incurred by a member of the Retirement Board and the Disability Initial Claims Committee, their alternates, and employees of the Plan in connection with any of the proceedings described above, provided that (1) each such person will repay such advanced expenses to the Trust, plus reasonable interest, if it is established by a final judgment of a court of competent jurisdiction, or by written opinion of independent counsel under the circumstances described in Section 8.10(a)(2) above, that such person violated duties under Part 4 of Subtitle B of Title I of ERISA, and (2) each such person will make appropriate arrangements for repayment of advanced expenses.

ARTICLE 9
RECORDS AND REPORTS

9.1 Records. The Retirement Board and the Disability Initial Claims Committee will keep records of the operation of the Plan, including records that show each Player's Credited Seasons under the Plan as of each Plan Year. Upon reasonable demand, a Player may receive a copy of the Plan's records with respect to his status under the Plan but will have no right to information concerning any other person. Any qualified representative of the Employers or of the NFLPA may, at any time, inspect the records of the Plan.

9.2 Statement of Benefit Credits. As soon as practicable after each Plan Year, the Retirement Board will furnish to each Player who received a Credited Season for that Plan Year and to each Vested Inactive Player a written statement of his Benefit Credits.

ARTICLE 10
AMENDMENT OR TERMINATION OF THE PLAN

10.1 Retirement Board. The Retirement Board may generally amend this Plan, but may not:

- (a) Alter the amount of contributions payable to the Plan;
- (b) Cause the Plan and Trust to fail to qualify under sections 401(a) and 501(a) of the Code, or cause any portion of contributions to the Plan to fail to be currently deductible to the Employers when paid under section 404(a) of the Code;
- (c) Reduce, as a direct result of an amendment, the value of any benefit already earned and otherwise payable under the Plan;
- (d) Amend the Plan in a manner which will render the Plan actuarially unsound; or
- (e) Increase benefits during the term of the CBA.

If no Collective Bargaining Agreement has been in effect for more than one year, then this Plan may be terminated by the Retirement Board.

10.2 Bargaining Parties. The NFLPA and the Management Council, when acting jointly, may amend this Plan in any respect and may terminate this Plan.

10.3 General Limitations. No amendment of the Plan may operate to deprive a Player or beneficiary of any rights or benefits irrevocably vested in him under the Plan. In the event of the termination or partial termination of the Plan, the right of affected Players to benefits accrued to the date of such termination or partial termination (to the extent funded as of such date and unless previously forfeited) will be nonforfeitable. No amendment or termination of the Plan may permit Trust assets to revert to, or be used or enjoyed by, an Employer, the League, or the NFLPA.

10.4 Mergers. In the case of any merger or consolidation of this Plan with, or transfer of Plan assets or liabilities to, any other plan, the benefit to which each Player is entitled will not be reduced.

ARTICLE 11 MISCELLANEOUS

11.1 Use of Assets. All amounts contributed to the Trust will be irrevocable contributions, and under no circumstances will any amounts contributed to the Trust, or any assets of the Trust, ever revert to (except as provided by Section 3.3), or be used or enjoyed by, an Employer or the League, nor will any assets ever be used other than for the benefit of the Players and their beneficiaries and the payment of reasonable Plan expenses. This Plan will be and continue to be operated in a manner so that it will be qualified under section 401(a) of the Code, or any successor to such section 401(a).

11.2 "Spendthrift" Provision. No benefit under the Plan will be subject in any manner to anticipation, pledge, encumbrance, alienation, levy or assignment, nor to seizure, attachment or other legal process for the debts of any Player or beneficiary, except pursuant to (a) a qualified domestic relations order under section 414(p) of the Code, (b) a domestic relations order entered before January 1, 1985 that the Retirement Board treats as a qualified domestic relations order, or (c) an exception required under section 401(a)(13) of the Code.

11.3 Payment in Event of Incapacity. If the Retirement Board determines that a person entitled to receive any benefit payment is under a legal disability or is incapacitated in any way so as to be unable to manage his financial affairs, the Retirement Board may direct that payments be made to such person's legal representative, or to a relative or other individual for such person's benefit, or to otherwise apply the payment for the benefit of such person, subject to such conditions as the Retirement Board deems appropriate. Alternatively, in the case of a Player who is receiving benefits under Section 5.1, the Retirement Board may, in its sole discretion, establish a trust to hold the benefits of such Player if he is deemed incapacitated in any way so as to be unable to manage his financial affairs, and who, in the Retirement Board's sole discretion, would benefit from the establishment of such a trust. The Retirement Board may appoint a trustee and successor trustee if needed, and all reasonable expenses of the trust and the trustee will be paid by the Plan. Notwithstanding Section 11.2 above, all benefits of such a Player will be paid directly to the trust so established. Any payment of a benefit in accordance with the provisions of this Section will be a complete discharge of any liability by the Plan to make such payment.

11.4 Medical Advisory Physician.

(a) **Selection.** The NFLPA and Management Council will jointly designate one or more board-certified orthopedic physicians as a Medical Advisory Physician (MAP). The NFLPA and Management Council also may, at their discretion, jointly designate a physician in another medical discipline as a MAP. Any MAP so designated by the NFLPA and Management Council will serve until (1) the NFLPA and Management Council jointly remove and replace the MAP, or (2) 30 days after either the NFLPA or Management Council gives written notice of the MAP's removal to the other party, the MAP, and the Retirement Board. The NFLPA and Management Council may, at their discretion, jointly designate a replacement MAP for a removed MAP. A MAP who is removed or who has received a notice of removal will decide any dispute already referred by the Retirement Board within 30 days after the removal or notice

of removal. The Retirement Board may not refer further disputes to the removed MAP.

(b) **Duties.** A MAP has authority to decide only those medical issues submitted by the Retirement Board under Section 8.3(a). In making a determination, a MAP will review all material submitted to the Plan and may arrange for any additional consultation, referral or other specialized medical services as the MAP deems necessary. In addition, a MAP may require an applicant to submit to such physical or other examinations as the MAP deems reasonable and necessary in making a determination. A MAP will submit a written determination to the Retirement Board on a form provided by the Retirement Board.

11.5 Maximum Limitation on Benefits.

(a) The annual benefit (as defined in section 415(b)(2) of the Code) to which any Player may become entitled under this Plan will not exceed \$160,000 per year (as adjusted annually under section 415 of the Code and applicable Treasury regulations), which will be deemed to commence on such Employee's attainment of age 65. For purposes of applying the foregoing limitation on the annual benefit to which a Player may become entitled under this Plan, the benefit under this Plan will not be combined or aggregated with the benefit under another multiemployer plan or any other plan. For purposes of applying the foregoing limitation on the annual benefit to which a Player may become entitled under another plan (which is not a multiemployer plan) maintained by an Employer, only the benefits under this Plan that are provided by the Employer will be aggregated with the benefits under the Employer's other plans which are not multiemployer plans.

(b) Notwithstanding the foregoing, the otherwise permissible annual benefits for any individual participating under this Plan may be further reduced to the extent necessary to effectuate the limitations under section 415 of the Code. The provisions of section 415 of the Code and related Treasury regulations, including without limitation the terms and definitions set forth therein, are incorporated by reference.

(c) To the extent that any accrual is reduced because of this Section, such accrual will be immediately reinstated as soon as permitted under this Section, regardless of whether the Player is active, inactive, or retired.

(d) For purposes of this Section 11.5, the term "annual benefit" means a benefit payable annually in the form of a life annuity. Except as provided below, a benefit payable in a form other than a life annuity must be adjusted to an actuarially equivalent life annuity before applying the limitations of this Section 11.5. The interest rate assumption used to determine actuarial equivalence will be the greater of the interest rate assumption set forth in Appendix B for converting from a life annuity to the applicable benefit form or an assumption of five percent (5%) per year; provided that, with respect to a benefit payable in a form that is subject to section 417(e)(3) of the Code, the interest rate assumption will be the interest rate used for determining the Player's benefit under item 5(b) of Appendix B. The mortality assumption used to determine actuarial equivalence for distributions commencing before January 1, 2003 will be the "applicable mortality table" published in Revenue Ruling 95-6. The mortality assumption used to determine actuarial equivalence for distributions commencing after December 31, 2002

will be the "applicable mortality table" published in Revenue Ruling 2001-62. Ancillary benefits (including qualified disability benefits as defined in section 411(a)(9) of the Code) not directly related to retirement income benefits, the survivor portion of a qualified joint and survivor annuity as defined in section 417(b) of the Code, and the cessation or reduction of Social Security supplements will not be taken into account.

11.6 Claims Procedure. Section 11.6(a) applies to claims for disability benefits, and Section 11.6(b) applies to all other claims for benefits.

(a) **Disability Claims.** Each Player must claim any disability benefits to which he believes he is entitled under this Plan by filing a written application with the Retirement Board in accordance with the reasonable claims filing procedures established by the Retirement Board, and taking such other actions as the Retirement Board or the Disability Initial Claims Committee may require. The Retirement Board or the Disability Initial Claims Committee will notify Players who file a claim for disability benefits when additional information is required. The time periods for decisions of the Disability Initial Claims Committee and the Retirement Board under this Section 11.6 may be extended by mutual consent of the Player and, as appropriate, either the Disability Initial Claims Committee or the Retirement Board.

A Player's representative may act on behalf of a Player in pursuing a claim for disability benefits or appeal of an adverse disability benefit determination only after the Player submits to the Plan a signed written authorization identifying the representative by name.

If a claim for disability benefits under Articles 5 and 6 is wholly or partially denied, the Disability Initial Claims Committee will give the Player notice of its adverse benefit determination within a reasonable time, but not later than 45 days after receipt of the claim. This determination period may be extended twice by 30 days if, prior to the expiration of the period, the Disability Initial Claims Committee determines that such an extension is necessary due to matters beyond the control of the Plan and notifies the Player of the circumstances requiring the extension of time and the date by which the Disability Initial Claims Committee expects to render a decision. If any extension is necessary, the notice of extension will specifically explain the standards on which entitlement to a benefit is based, the unresolved issues that prevent a decision on the claim, and the additional information needed to resolve those issues. The Player will be afforded at least 45 days within which to provide the specified information. If the Disability Initial Claims Committee fails to notify the claimant of its decision to grant or deny such claim within the time specified by this paragraph, the claimant may deem such claim to have been denied by the Disability Initial Claims Committee and the review procedure described below will become available to the claimant.

The notice of an adverse benefit determination will be written in a manner calculated to be understood by the Player and will set forth the following:

- (1) the specific reason(s) for the determination;
- (2) reference to the specific plan provisions on which the determination is based;

- (3) a description of additional material or information, if any, needed to perfect the claim and the reasons such material or information is necessary;
- (4) a description of the Plan's claims review procedures and the time limits applicable to such procedures, including a statement of the Player's right to bring a civil action under section 502(a) of ERISA following an adverse benefit determination on review;
- (5) any internal rule, guideline, protocol, or other similar criterion relied on in making the determination (or state that such information is available free of charge upon request); and
- (6) if the determination was based on a scientific or clinical exclusion or limit, an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to the Player's circumstances (or state that such explanation is available free of charge upon request).

The Player will have 180 days from the receipt of an adverse benefit determination to file a written request for review of the initial decision to the Retirement Board.

Players will have the opportunity to submit written comments, documents, and other information in support of their requests for review and will have access to relevant documents, records, and other information in his administrative record. The Retirement Board's review of the adverse benefit determination will take into account all available information, regardless of whether that information was presented or available to the Disability Initial Claims Committee. The Retirement Board will afford no deference to the determination of the Disability Initial Claims Committee.

If a claim involves a medical judgment question, the health care professional who is consulted on review will not be the individual who was consulted during the initial determination or his subordinate, if applicable. Upon request, the Retirement Board will provide for the identification of the medical experts whose advice was obtained on behalf of the Plan in connection with the adverse benefit determination, without regard to whether the advice was relied upon in making the benefit determination.

Decisions by the Retirement Board on review will be made no later than the date of the Retirement Board meeting that immediately follows the Plan's receipt of the Player's request for review, unless the request for review is received by the Plan within 30 days preceding the date of such meeting. In such case, the Retirement Board's decision may be made by no later than the second meeting following the Plan's receipt of the request for review. If special circumstances require a further extension of time for processing, a benefit determination will be rendered not later than the third meeting of the Retirement Board following the Plan's receipt of the request for review. If such an extension of time is required, the Retirement Board will notify the Player in writing of the extension, describing the special circumstances and the date as of which the benefit determination will be made, prior to the commencement of the extension.

The Player will be notified of the results of the review not later than five days after the determination.

Any notification of an adverse benefit determination on review will:

- (1) state the specific reason(s) for the determination;
- (2) reference specific Plan provision(s) on which the determination is based;
- (3) state that the Player is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claim for benefits;
- (4) state that the Player has the right to bring an action under ERISA section 502(a);
- (5) disclose any internal rule, guidelines, or protocol relied on in making the determination (or state that such information will be provided free of charge upon request); and
- (6) if the determination was based on a scientific or clinical exclusion or limit, contain an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to the Player's circumstances (or state that such explanation is available free of charge upon request).

(b) All Other Claims. Each Player or his beneficiary must claim any benefit to which he believes he is entitled under this Plan by filing a written claim with the Retirement Board in accordance with claim filing procedures established by the Retirement Board.

A Player's representative may act on behalf of a Player in pursuing a claim for benefits or appeal of an adverse benefit determination only after the Player submits to the Plan a signed written authorization identifying the representative by name.

The Retirement Board will decide a claim within 90 days of the date on which the claim is filed in accordance with the Plan's claim filing procedures, unless special circumstances (such as the need to obtain further clarifying information) require a longer period for adjudication and the claimant is notified in writing, prior to the expiration of the 90-day period, of the reasons for an extension of time and the expected decision date; provided, however, that no extensions will be permitted beyond 90 days after the expiration of the initial 90-day period. If the Retirement Board fails to notify the claimant of its decision to grant or deny such claim within the time specified by this paragraph, the claimant may deem such claim to have been denied by the Retirement Board and the review procedure described below will become available to the claimant.

If a claim is denied, in whole or in part, the claimant must receive a written notice stating:

- (1) the specific reason(s) for the denial;

- (2) a specific reference to the Plan provision on which the denial is based;
- (3) a description of additional information necessary for the claimant to perfect his claim, and an explanation of why such material is necessary; and
- (4) an explanation of the procedure for review for of the denied or partially denied claim set forth below, including the claimant's right to bring a civil action under section 502(a) of ERISA following an adverse benefit determination on review.

The claimant will have 60 days to request in writing a review of the denial of his claim by the Retirement Board, which will provide a full and fair review. The claimant or his duly authorized representative will have, upon request and free of charge, reasonable access to, and copies of all, documents, records, and other information relevant to the claimant's claim for benefits, and may submit issues and comments in writing. The review will take into account all available information, regardless of whether such information was submitted or considered in the initial benefit determination. The decision by the Retirement Board with respect to the review will be made no later than the date of the Retirement Board meeting following the Plan's receipt of the claimant's request for review; unless the request for review is received within 30 days preceding the date of such meeting, in which case, a decision will be made no later than the date of the second Retirement Board meeting following the Plan's receipt of the claimant's request for review. Notwithstanding the preceding sentence, if special circumstances (such as the need to obtain further clarifying information) require further extension of time in order for the Retirement Board to make a decision with respect to the review, a decision will be made no later than the third Retirement Board meeting following the Plan's receipt of the claimant's request for review, and the claimant will be notified in writing, prior to the end of the initial review period, of the reasons for the extension and the expected decision date. The decision will be written in a manner calculated to be understood by the claimant, and it will include the following:

- (1) the specific reason(s) for the adverse determination;
- (2) specific reference to pertinent Plan provisions on which the adverse determination is based;
- (3) a statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claimant's claim for benefits; and
- (4) a statement of the claimant's right to bring a civil action under section 502(a) of ERISA.

11.7 Limitation on Actions.

(a) **Adverse Benefit Determinations.** No suit or legal action with respect to an adverse benefit determination may be commenced more than 42 months from the date of the

final decision on the claim for benefits (including the decision on review).

(b) **Other Actions.** Except as provided in Section 11.7(a), no action alleging an omission, violation, or breach of any responsibility, duty, or obligation imposed by this Plan (or any internal rule, guideline, or protocol) or any applicable law may be commenced after the earlier of –

- (1) six years after the date of the omission, violation, or breach, or
- (2) three years after the earliest date on which the plaintiff had actual or constructive knowledge of the omission, violation, or breach,

except as provided in ERISA section 413 (but only where the fraud or concealment is separate from the offense and intended to conceal the existence of the offense).

11.8 Receipt of Documents. Correspondence, applications, forms, elections, designations, and other documents of any type are deemed received by the Retirement Board only if and when actually received by the Retirement Board, and not when mailed or otherwise sent or transmitted to the Retirement Board. The common law "mailbox rule" is expressly rejected.

11.9 No Employment Contract. This Plan creates no contract of employment between the Employer or the League and any Player.

11.10 Choice of Law. This Plan will be construed in accordance with ERISA and, to the extent not preempted, in accordance with the laws of the State of New York.

11.11 Severability. If any provision of this Plan is held illegal or void, such illegality or invalidity will not affect the remaining provisions of this Plan, but any such provision will be fully severable and the Plan will be construed and enforced as if the illegal or invalid provision had never been included.

11.12 Recovery of Certain Overpayments. If false information submitted by or on behalf of a Player causes the Player to receive amounts under the NFL Player Supplemental Disability Plan ("Disability Plan") to which such Player is not entitled, any future disability benefits payable to the Player or his beneficiary (including a Dependent or alternate payee) under Articles 5 or 6 will be reduced by the amount of the overpayment from the Disability Plan, plus interest at the rate of 6% per year.

11.13 USERRA. Notwithstanding any other provision of the Plan to the contrary, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with section 414(u) of the Code.

11.14 Location of Payee Unknown. If the Plan Director, after following the procedures adopted by the Retirement Board, cannot locate a Player or beneficiary to whom a benefit is payable, the entire benefit of and amount payable to such Player or beneficiary are forfeited at the end of that Plan Year. The forfeiture shall be applied to reduce future Employer

contributions. If the Player or beneficiary subsequently applies for the benefit (or, in cases where the right to receive payment of the benefit was previously established, the Plan is provided a proper address for the Player or beneficiary), the amount so forfeited will be reinstated and all amounts then due will be paid to such Player or beneficiary with interest at a reasonable rate.

APPENDIX A
ACTUARIAL ASSUMPTIONS AND ACTUARIAL COST METHOD

Mortality rates: RP-2000 Table projected to 2006.

Disability mortality before age 65: RP-2000 Table, disabled mortality.

Nonfootball related disability rates before retirement:

Age	Rate
22	.053
27	.053
32	.053
37	.067
42	.120
47	.240
52	.547

Football related disability rates: .10% per year for Active Players and .08% per year for inactive Players until age 45, after which it becomes zero. Active Players are assumed to become inactive after one year or age 30, whichever comes later.

Withdrawal rates:	For Players	
	With Service	Rate
	of –	
	1 year	29.1%
	2 years	19.7%
	3 years	17.0%

Election of early payment benefit: 35% of all Players out of football less than two years will elect the benefit two years after leaving football. Active Players are assumed to leave football after one season or age 30, whichever is later. No assumption for Players with no Credited Seasons before 1993.

Retirement age: 47, except 55 for Players with no Credited Seasons before 1993.

Percent married: Social Security awards in 1972.

Age of Player's wife: Three years younger than Player.

Remarriage and mortality rates for widow's benefit: 1980 Railroad Retirement Board rates.

Net investment return: 7.25%.

Administration expenses: Actual for prior year.

Valuation date: First day of Plan Year.

Actuarial value of assets: Write up of assets to market value and restart new asset smoothing method as of April 1, 2007

Funding method: Unit credit cost method, except retrospective term cost based on actual experience during the prior year for line-of-duty disability benefits.

Amortization period: The Plan's unfunded actuarial accrued liability as of April 1, 2006 will be amortized in level amounts over 7 years, beginning with the contribution for the 2006 Plan Year. In each Plan Year after the 2006 Plan Year, a new level 7-year amortization period will be established for the net change in the Plan's unfunded liability during the preceding Plan Year, other than for the unfunded liability attributable to the benefit increases to which the parties agreed in the 2006 Amendment to the CBA ("2006 Benefit Increase"). The unfunded liability of the 2006 Benefit Increase will be amortized over six years, beginning with the contribution for the 2006 Plan Year, except that if the CBA is terminated by either party such that the last League Year subject to a Salary Cap is before 2011, the unamortized amount for the 2006 Benefit Increase may, at the Management Council's discretion, be amortized on a pro rata basis over the remaining League Year or League Years subject to a Salary Cap, unless otherwise agreed to by the parties. In no event shall the contribution for a year exceed an amount which is expected to produce a negative unfunded actuarial liability at the end of the plan year; nor shall the contribution be less than the minimum required under section 412 of the Internal Revenue Code.

**APPENDIX B
CONVERSION FACTORS**

The following conversion factors will be used in determining actuarial equivalencies of the benefits under the Bert Bell/Pete Rozelle NFL Player Retirement Plan:

1. Life and Ten-Year Certain Pension Option (Section 4.4(c)(5)) – 99% minus 0.4% for each complete year of age greater than age 45 on the effective date.
2. Life Only Pension with Social Security Option (Section 4.4(c)(3)) –
 - (a) For Players with Annuity Starting Dates on or after April 1, 2007, the greater of the benefit calculated using (a) Tables I and II attached, or (b) the assumptions in Sections 5(a) and (b) of this Appendix B.
 - (b) For all other payments, see Tables I and II attached.
3. Early Retirement Reduction and Deferred Retirement Increases (Section 4.3) – see Table III attached.
4. Qualified Joint and Survivor Annuity Option (Section 4.4(c)(2)) and Life and Contingent Annuitant Pension Option (Section 4.4(c)(4)) –
 - (a) For Players with an Annuity Starting Date on or after April 1, 2007 who elect (i) the Qualified Joint and Survivor Annuity Option (Section 4.4(c)(2)), or (ii) the Contingent Annuitant Pension Option (Section 4.4(c)(4)) where the Player's Spouse is the contingent annuitant, see Table IV attached (except Table V attached will apply to the payment(s), if any, for April, May, June, July, and August 2007).
 - (b) For all other payments, see Table V attached.
5. Early Payment Benefit (Section 4.5) –
 - (a) The mortality assumption used for distributions commencing before January 1, 2003 is the "applicable mortality table" published in Revenue Ruling 95-6. The mortality assumption used for distributions commencing after December 31, 2002 is the "applicable mortality table" published in Revenue Ruling 2001-62.
 - (b) The interest rate assumption used is the annual rate of interest on 30-year Treasury securities for the second month preceding the first day of the Plan Year for which the calculation is made, as determined in accordance with published guidance from the Internal Revenue Service.

Notwithstanding the foregoing, if they produce a larger benefit than the assumptions set forth in (a) and (b) above, the following actuarial assumptions will be used:

- (i) a mortality assumption from the 1951 Group Annuity Mortality Table for males with ages set back one year, and
- (ii) an interest rate assumption of 6%.

Further, for Annuity Starting Dates that occur on or after April 1, 2000 and prior to August 1, 2000, in lieu of the interest rate set forth in (ii), the following interest assumptions will be used if they would result in a greater benefit:

- (iii) the "applicable interest rate" (as defined below), if the present value of the benefit (using such rate or rates) is not in excess of \$25,000; or
- (iv) 120% of the "applicable interest rate" (as defined below), if the present value of the benefit exceeds \$25,000 (as determined under paragraph (iii) above) and if the present value determined under this paragraph (iv) is at least \$25,000.

As used herein, "applicable interest rate" will be the interest rate or rates which would be used (as of the first day of the Plan Year in which the distribution is made) by the Pension Benefit Guaranty Corporation for a trustee single employer plan to value a benefit upon termination of an insufficient trustee single employer plan.

- 6. All other calculations – The 1951 Group Annuity Table, with ages set back one year for males and five years for females with a 6% per annum interest rate, will be used for all calculations where 1 through 5 of this Appendix B is not applicable. All Players are assumed to be males and all beneficiaries are assumed to be females.

Table I
Social Security Adjustment

Increase in pension until age 62 for each \$100 by which the increased pension is reduced thereafter.

<u>Player's Age on Effective Date</u>	<u>Increase</u>
45	\$23.93
46	25.76
47	27.75
48	29.93
49	32.31
50	34.92
51	37.79
52	40.95
53	44.43
54	48.28
55	52.54
56	57.27
57	62.53
58	68.40
59	74.96
60	82.33
61	90.63

For example, assume a Player is entitled to an Early Retirement Pension of \$1,900 per month at age 49 and that his estimated Social Security benefit at age 62 is \$1,500. His benefit would be computed as follows:

Before age 62	=	$\$1,900 + [(\$1,500/100 \times 32.31)]$
	=	$\$1,900 + \484.65
	=	$\$2,384.65$
After age 62	=	$\$2,384.65 - \$1,500$
	=	$\$884.65$

Table II
Social Security Adjustment

If a monthly benefit at age 62 from Table I is less than \$50, the increase in the benefit until age 62 is the product of the Early Retirement Pension minus \$50 and the appropriate factor from the table shown below.

<u>Player's Age on Effective Date</u>	<u>Increase</u>
45	\$31.47
46	34.70
47	38.41
48	42.71
49	47.73
50	53.66
51	60.75
52	69.34
53	79.95
54	93.34
55	110.69
56	134.00
57	166.86
58	216.41
59	299.39
60	465.95
61	966.84

For example, assume a Player is entitled to an Early Retirement Pension of \$700 per month at age 50 and that his estimated Social Security benefit is \$1,500 per month. His benefit, as computed using the first table produces a benefit at age 62 of less than \$50 (actually negative \$276.20). His benefit would therefore be calculated as follows:

$$\begin{aligned}
 \text{Before age 62} &= (\$700 - \$50) \times .5366 \\
 &= \$650 \times .5366 \\
 &= \$348.79
 \end{aligned}$$

Therefore, the benefit payable to age 62 is \$1,048.79 (700 + \$348.79), and the benefit payable at and after age 62 is \$50.

Table III

Early Retirement Reduction Factors

Percentage of Normal Retirement Pension payable at specified age.

Age	Percentage
45	45.2%
46	48.7
47	52.5
48	56.7
49	61.2
50	66.2
51	71.7
52	77.7
53	84.4
54	91.8

Deferred Retirement Increase Factors

Percentage of Normal Retirement Pension Payable at specified age.

Age	Percentage
56	109.1%
57	119.1
58	130.5
59	143.1
60	157.3
61	173.3
62	191.3
63	211.8
64	235.2
65	261.9

Table IV**Table to Convert Benefit Credits to Joint and Survivor Options When Player's Spouse is the Beneficiary**

Use this table to convert plan benefits to a Form 2 or Form 4 benefit when Player's Spouse is the beneficiary.

If 100% of the benefit payable during the lifetime of the Player and his Spouse is paid to the Spouse if the Player dies first, then the applicable factor from this chart is applied to the benefit.

If the Player's Spouse receives less than 100% of the benefit, the appropriate factor is obtained from line 5 of the following worksheet:

- (1) Enter the percent (in decimal form) of the Player's benefit to go to the Player's Spouse on his death: _____
- (2) Enter the factor from this Table IV if 100% of the benefit was to go to the Player's Spouse: _____
- (3) Multiply the entries on lines (1) and (2) and enter here: _____
- (4) Add the entries on lines (1) and (2) and subtract the entry on line (3): _____
- (5) Divide the entry on line (2) by the entry on line (4) (the answer should be carried to three decimal places): _____

Table IV, continued**Table to Convert Credits to Joint and Survivor Options
When the Player's Spouse is the Beneficiary**

Age of Player When Benefits Begin To Be Paid	Age of Spouse When Benefits Begin To Be Paid To Player						
	25	26	27	28	29	30	31
45	0.832	0.834	0.836	0.838	0.840	0.843	0.845
46	0.822	0.824	0.826	0.828	0.830	0.833	0.835
47	0.811	0.813	0.816	0.818	0.820	0.822	0.825
48	0.801	0.803	0.805	0.807	0.809	0.812	0.814
49	0.789	0.792	0.794	0.796	0.798	0.801	0.803
50	0.778	0.780	0.782	0.784	0.787	0.789	0.792
51	0.766	0.768	0.771	0.773	0.775	0.778	0.780
52	0.754	0.756	0.759	0.761	0.763	0.766	0.768
53	0.742	0.744	0.746	0.748	0.751	0.753	0.756
54	0.729	0.731	0.734	0.736	0.738	0.741	0.743
55	0.716	0.719	0.721	0.723	0.725	0.728	0.730
56	0.703	0.705	0.707	0.710	0.712	0.714	0.717
57	0.690	0.692	0.694	0.696	0.698	0.701	0.703
58	0.676	0.678	0.680	0.682	0.684	0.687	0.689
59	0.661	0.663	0.665	0.668	0.670	0.672	0.675
60	0.647	0.649	0.651	0.653	0.655	0.657	0.660
61	0.632	0.633	0.635	0.638	0.640	0.642	0.645
62	0.616	0.618	0.620	0.622	0.624	0.626	0.629
63	0.600	0.602	0.604	0.606	0.608	0.610	0.613
64	0.584	0.586	0.587	0.589	0.592	0.594	0.596
65	0.567	0.569	0.571	0.573	0.575	0.577	0.579

Table IV, continued**Table to Convert Credits to Joint and Survivor Options
When the Player's Spouse is the Beneficiary**

Age of Player When Benefits Begin To Be Paid	Age of Spouse When Benefits Begin To Be Paid To Player						
	32	33	34	35	36	37	38
45	0.848	0.850	0.853	0.855	0.858	0.861	0.864
46	0.838	0.840	0.843	0.846	0.848	0.851	0.854
47	0.827	0.830	0.833	0.835	0.838	0.841	0.844
48	0.817	0.819	0.822	0.825	0.828	0.831	0.834
49	0.806	0.808	0.811	0.814	0.817	0.820	0.823
50	0.794	0.797	0.800	0.803	0.806	0.809	0.812
51	0.783	0.785	0.788	0.791	0.794	0.797	0.801
52	0.771	0.773	0.776	0.779	0.782	0.786	0.789
53	0.758	0.761	0.764	0.767	0.770	0.773	0.777
54	0.746	0.749	0.751	0.754	0.758	0.761	0.764
55	0.733	0.736	0.739	0.742	0.745	0.748	0.751
56	0.720	0.722	0.725	0.728	0.731	0.735	0.738
57	0.706	0.709	0.712	0.715	0.718	0.721	0.724
58	0.692	0.695	0.697	0.700	0.704	0.707	0.710
59	0.677	0.680	0.683	0.686	0.689	0.692	0.696
60	0.662	0.665	0.668	0.671	0.674	0.677	0.681
61	0.647	0.650	0.653	0.656	0.659	0.662	0.665
62	0.631	0.634	0.637	0.640	0.643	0.646	0.649
63	0.615	0.618	0.621	0.624	0.627	0.630	0.633
64	0.599	0.601	0.604	0.607	0.610	0.613	0.616
65	0.582	0.584	0.587	0.590	0.593	0.596	0.599

Table IV, continued**Table to Convert Credits to Joint and Survivor Options
When the Player's Spouse is the Beneficiary**

**Age of Player When
Benefits Begin To Be Paid** **Age of Spouse When Benefits Begin To Be Paid To Player**

	39	40	41	42	43	44	45
45	0.867	0.870	0.873	0.876	0.879	0.882	0.885
46	0.857	0.860	0.863	0.866	0.870	0.873	0.876
47	0.847	0.850	0.854	0.857	0.860	0.863	0.867
48	0.837	0.840	0.843	0.847	0.850	0.854	0.857
49	0.826	0.830	0.833	0.836	0.840	0.843	0.847
50	0.815	0.819	0.822	0.826	0.829	0.833	0.837
51	0.804	0.807	0.811	0.814	0.818	0.822	0.826
52	0.792	0.796	0.799	0.803	0.807	0.810	0.814
53	0.780	0.784	0.787	0.791	0.795	0.799	0.803
54	0.768	0.771	0.775	0.779	0.782	0.786	0.791
55	0.755	0.758	0.762	0.766	0.770	0.774	0.778
56	0.742	0.745	0.749	0.753	0.757	0.761	0.765
57	0.728	0.732	0.735	0.739	0.743	0.747	0.752
58	0.714	0.717	0.721	0.725	0.729	0.733	0.738
59	0.699	0.703	0.707	0.711	0.715	0.719	0.723
60	0.684	0.688	0.692	0.696	0.700	0.704	0.708
61	0.669	0.673	0.676	0.680	0.684	0.689	0.693
62	0.653	0.657	0.660	0.664	0.668	0.673	0.677
63	0.637	0.640	0.644	0.648	0.652	0.656	0.661
64	0.620	0.623	0.627	0.631	0.635	0.639	0.644
65	0.603	0.606	0.610	0.614	0.618	0.622	0.626

Table IV, continued**Table to Convert Credits to Joint and Survivor Options
When the Player's Spouse is the Beneficiary**

**Age of Player When
Benefits Begin To Be Paid** **Age of Spouse When Benefits Begin To Be Paid To Player**

	46	47	48	49	50	51	52
45	0.888	0.891	0.894	0.898	0.901	0.904	0.907
46	0.879	0.883	0.886	0.889	0.893	0.896	0.899
47	0.870	0.874	0.877	0.881	0.884	0.888	0.891
48	0.861	0.864	0.868	0.871	0.875	0.879	0.882
49	0.851	0.854	0.858	0.862	0.866	0.870	0.873
50	0.840	0.844	0.848	0.852	0.856	0.860	0.864
51	0.830	0.833	0.837	0.842	0.846	0.850	0.854
52	0.818	0.822	0.827	0.831	0.835	0.839	0.844
53	0.807	0.811	0.815	0.819	0.824	0.828	0.833
54	0.795	0.799	0.803	0.808	0.812	0.817	0.821
55	0.782	0.787	0.791	0.796	0.800	0.805	0.810
56	0.769	0.774	0.778	0.783	0.788	0.793	0.797
57	0.756	0.761	0.765	0.770	0.775	0.780	0.785
58	0.742	0.747	0.751	0.756	0.761	0.766	0.771
59	0.728	0.732	0.737	0.742	0.747	0.752	0.757
60	0.713	0.718	0.722	0.727	0.732	0.738	0.743
61	0.698	0.702	0.707	0.712	0.717	0.722	0.728
62	0.682	0.686	0.691	0.696	0.701	0.707	0.712
63	0.665	0.670	0.675	0.680	0.685	0.690	0.696
64	0.648	0.653	0.658	0.663	0.668	0.673	0.679
65	0.631	0.635	0.640	0.645	0.650	0.656	0.661

Table IV, continued**Table to Convert Credits to Joint and Survivor Options
When the Player's Spouse is the Beneficiary**

Age of Player When Benefits Begin To Be Paid	Age of Spouse When Benefits Begin To Be Paid To Player						
	53	54	55	56	57	58	59
45	0.910	0.913	0.916	0.920	0.922	0.925	0.928
46	0.903	0.906	0.909	0.912	0.916	0.919	0.922
47	0.895	0.898	0.901	0.905	0.908	0.912	0.915
48	0.886	0.890	0.893	0.897	0.901	0.904	0.908
49	0.877	0.881	0.885	0.889	0.892	0.896	0.900
50	0.868	0.872	0.876	0.880	0.884	0.888	0.892
51	0.858	0.862	0.866	0.871	0.875	0.879	0.883
52	0.848	0.852	0.857	0.861	0.865	0.870	0.874
53	0.837	0.842	0.846	0.851	0.856	0.860	0.865
54	0.826	0.831	0.836	0.840	0.845	0.850	0.855
55	0.815	0.819	0.824	0.829	0.834	0.839	0.844
56	0.802	0.807	0.813	0.818	0.823	0.828	0.833
57	0.790	0.795	0.800	0.805	0.811	0.816	0.822
58	0.777	0.782	0.787	0.793	0.798	0.804	0.810
59	0.763	0.768	0.774	0.779	0.785	0.791	0.797
60	0.748	0.754	0.760	0.765	0.771	0.777	0.783
61	0.733	0.739	0.745	0.751	0.757	0.763	0.769
62	0.718	0.723	0.729	0.735	0.741	0.748	0.754
63	0.701	0.707	0.713	0.719	0.725	0.732	0.738
64	0.684	0.690	0.696	0.702	0.709	0.715	0.722
65	0.667	0.673	0.679	0.685	0.691	0.698	0.705

Table IV, continued**Table to Convert Credits to Joint and Survivor Options
When the Player's Spouse is the Beneficiary**

**Age of Player When
Benefits Begin To Be Paid** **Age of Spouse When Benefits Begin To Be Paid To Player**

	60	61	62	63	64	65	66
45	0.931	0.934	0.937	0.939	0.942	0.945	0.947
46	0.925	0.928	0.931	0.934	0.937	0.939	0.942
47	0.918	0.921	0.925	0.928	0.931	0.934	0.936
48	0.911	0.914	0.918	0.921	0.924	0.928	0.931
49	0.904	0.907	0.911	0.914	0.918	0.921	0.924
50	0.896	0.899	0.903	0.907	0.911	0.914	0.918
51	0.887	0.891	0.895	0.899	0.903	0.907	0.911
52	0.879	0.883	0.887	0.891	0.895	0.900	0.904
53	0.869	0.874	0.878	0.883	0.887	0.892	0.896
54	0.860	0.864	0.869	0.874	0.879	0.883	0.888
55	0.849	0.854	0.859	0.864	0.869	0.874	0.879
56	0.839	0.844	0.849	0.854	0.860	0.865	0.870
57	0.827	0.833	0.838	0.844	0.849	0.855	0.860
58	0.815	0.821	0.827	0.832	0.838	0.844	0.850
59	0.803	0.809	0.815	0.821	0.827	0.833	0.839
60	0.789	0.795	0.802	0.808	0.814	0.820	0.827
61	0.775	0.782	0.788	0.794	0.801	0.808	0.814
62	0.760	0.767	0.774	0.780	0.787	0.794	0.801
63	0.745	0.752	0.758	0.765	0.772	0.779	0.786
64	0.728	0.735	0.742	0.749	0.757	0.764	0.771
65	0.712	0.719	0.726	0.733	0.740	0.748	0.755

Table IV, continued**Table to Convert Credits to Joint and Survivor Options
When the Player's Spouse is the Beneficiary**

**Age of Player When
Benefits Begin To Be Paid** **Age of Spouse When Benefits Begin To Be Paid To Player**

	67	68	69	70
45	0.950	0.952	0.954	0.956
46	0.945	0.947	0.950	0.952
47	0.939	0.942	0.945	0.947
48	0.934	0.937	0.939	0.942
49	0.928	0.931	0.934	0.937
50	0.921	0.925	0.928	0.931
51	0.915	0.918	0.922	0.925
52	0.908	0.911	0.915	0.919
53	0.900	0.904	0.908	0.912
54	0.892	0.897	0.901	0.905
55	0.884	0.888	0.893	0.898
56	0.875	0.880	0.885	0.890
57	0.865	0.871	0.876	0.881
58	0.855	0.861	0.866	0.872
59	0.845	0.850	0.856	0.862
60	0.833	0.839	0.845	0.851
61	0.821	0.827	0.834	0.840
62	0.807	0.814	0.821	0.828
63	0.793	0.801	0.808	0.815
64	0.779	0.786	0.793	0.801
65	0.763	0.771	0.778	0.786

Table V**Table to Convert Benefit Credits to Joint and Survivor Options When Player's Beneficiary is Not His Spouse**

Use this table to convert plan benefits to a Form 2 or Form 4 benefit when Player's beneficiary is not his Spouse.

If 100% of the benefit payable during the lifetime of the Player and his beneficiary is paid to the beneficiary if the Player dies first, then the applicable factor from this chart is applied to the benefit.

If the beneficiary receives less than 100% of the benefit, the appropriate factor is obtained from line 5 of the following worksheet:

- (1) Enter the percent (in decimal form) of the Player's benefit to go to the beneficiary on his death: _____
- (2) Enter the factor from this Table V if 100% of the benefit was to go to the beneficiary: _____
- (3) Multiply the entries on lines (1) and (2) and enter here: _____
- (4) Add the entries on lines (1) and (2) and subtract the entry on line (3): _____
- (5) Divide the entry on line (2) by the entry on line (4) (the answer should be carried to three decimal places): _____

Table V**Table to Convert Credits to Joint and Survivor Options When Player's Beneficiary is Not His Spouse**

**Age of Player When
Benefits Begin To Be Paid** **Age of Beneficiary When Benefits Begin To Be Paid To Player**

	25	26	27	28	29	30	31
45	0.834	0.836	0.838	0.841	0.843	0.845	0.848
46	0.824	0.826	0.828	0.831	0.833	0.835	0.838
47	0.813	0.816	0.818	0.820	0.823	0.825	0.828
48	0.803	0.805	0.807	0.809	0.812	0.814	0.817
49	0.791	0.794	0.796	0.798	0.801	0.803	0.806
50	0.780	0.782	0.784	0.787	0.789	0.792	0.795
51	0.768	0.770	0.773	0.775	0.778	0.780	0.783
52	0.756	0.758	0.761	0.763	0.766	0.768	0.771
53	0.744	0.746	0.748	0.751	0.753	0.756	0.759
54	0.731	0.733	0.736	0.738	0.741	0.743	0.746
55	0.718	0.721	0.723	0.725	0.728	0.730	0.733
56	0.705	0.707	0.709	0.712	0.714	0.717	0.720
57	0.691	0.694	0.696	0.698	0.701	0.703	0.706
58	0.677	0.680	0.682	0.684	0.687	0.689	0.692
59	0.663	0.665	0.667	0.670	0.672	0.675	0.677
60	0.648	0.650	0.653	0.655	0.657	0.660	0.662
61	0.633	0.635	0.637	0.640	0.642	0.644	0.647
62	0.618	0.620	0.622	0.624	0.626	0.629	0.631
63	0.602	0.604	0.606	0.608	0.610	0.612	0.615
64	0.585	0.587	0.589	0.591	0.594	0.596	0.598
65	0.569	0.571	0.573	0.575	0.577	0.579	0.582

Table V, continued**Table to Convert Credits to Joint and Survivor Options When Player's Beneficiary is Not His Spouse**

Age of Player When Benefits Begin To Be Paid	Age of Beneficiary When Benefits Begin To Be Paid To Player						
	32	33	34	35	36	37	38
45	0.851	0.853	0.856	0.859	0.862	0.865	0.868
46	0.841	0.844	0.846	0.849	0.853	0.856	0.859
47	0.830	0.833	0.836	0.839	0.842	0.846	0.849
48	0.820	0.823	0.826	0.829	0.832	0.835	0.839
49	0.809	0.812	0.815	0.818	0.821	0.825	0.828
50	0.798	0.800	0.804	0.807	0.810	0.813	0.817
51	0.786	0.789	0.792	0.795	0.799	0.802	0.806
52	0.774	0.777	0.780	0.783	0.787	0.790	0.794
53	0.762	0.765	0.768	0.771	0.774	0.778	0.782
54	0.749	0.752	0.755	0.758	0.762	0.765	0.769
55	0.736	0.739	0.742	0.745	0.749	0.752	0.756
56	0.723	0.726	0.729	0.732	0.735	0.739	0.743
57	0.709	0.712	0.715	0.718	0.722	0.725	0.729
58	0.695	0.698	0.701	0.704	0.708	0.711	0.715
59	0.680	0.683	0.686	0.690	0.693	0.697	0.700
60	0.665	0.668	0.671	0.675	0.678	0.681	0.685
61	0.650	0.653	0.656	0.659	0.662	0.666	0.670
62	0.634	0.637	0.640	0.643	0.646	0.650	0.654
63	0.618	0.621	0.624	0.627	0.630	0.633	0.637
64	0.601	0.604	0.607	0.610	0.613	0.617	0.620
65	0.584	0.587	0.590	0.593	0.596	0.599	0.603

Table V, continued**Table to Convert Credits to Joint and Survivor Options When Player's Beneficiary is Not His Spouse**

**Age of Player When
Benefits Begin To Be Paid** **Age of Beneficiary When Benefits Begin To Be Paid To Player**

	39	40	41	42	43	44	45
45	0.872	0.875	0.878	0.882	0.886	0.889	0.893
46	0.862	0.865	0.869	0.873	0.877	0.881	0.884
47	0.852	0.856	0.859	0.863	0.867	0.871	0.875
48	0.842	0.846	0.849	0.853	0.857	0.861	0.866
49	0.832	0.835	0.839	0.843	0.847	0.851	0.856
50	0.821	0.824	0.828	0.832	0.836	0.841	0.845
51	0.809	0.813	0.817	0.821	0.825	0.830	0.834
52	0.798	0.801	0.805	0.809	0.814	0.818	0.823
53	0.785	0.789	0.793	0.797	0.802	0.807	0.811
54	0.773	0.777	0.781	0.785	0.790	0.794	0.799
55	0.760	0.764	0.768	0.772	0.777	0.782	0.787
56	0.747	0.751	0.755	0.759	0.764	0.769	0.774
57	0.733	0.737	0.741	0.746	0.750	0.755	0.760
58	0.719	0.723	0.727	0.732	0.736	0.741	0.746
59	0.704	0.709	0.713	0.717	0.722	0.727	0.732
60	0.689	0.693	0.698	0.702	0.707	0.711	0.716
61	0.674	0.678	0.682	0.686	0.691	0.696	0.701
62	0.657	0.662	0.666	0.670	0.675	0.680	0.685
63	0.641	0.645	0.650	0.654	0.658	0.663	0.668
64	0.624	0.628	0.633	0.637	0.641	0.646	0.651
65	0.607	0.611	0.615	0.620	0.624	0.629	0.633

Table V, continued**Table to Convert Credits to Joint and Survivor Options When Player's Beneficiary is Not His Spouse****Age of Player When****Benefits Begin To Be Paid****Age of Beneficiary When Benefits Begin To Be Paid To Player**

	46	47	48	49	50	51	52
45	0.897	0.901	0.905	0.909	0.913	0.917	0.921
46	0.888	0.893	0.897	0.901	0.905	0.909	0.914
47	0.879	0.884	0.888	0.892	0.897	0.901	0.906
48	0.870	0.874	0.879	0.883	0.888	0.893	0.897
49	0.860	0.865	0.869	0.874	0.879	0.884	0.889
50	0.850	0.855	0.859	0.864	0.869	0.874	0.879
51	0.839	0.844	0.849	0.854	0.859	0.864	0.870
52	0.828	0.833	0.838	0.843	0.849	0.854	0.859
53	0.816	0.821	0.827	0.832	0.837	0.843	0.849
54	0.804	0.809	0.815	0.820	0.826	0.832	0.838
55	0.792	0.797	0.802	0.808	0.814	0.820	0.826
56	0.779	0.784	0.790	0.795	0.801	0.807	0.814
57	0.765	0.771	0.776	0.782	0.788	0.794	0.801
58	0.751	0.757	0.762	0.768	0.774	0.781	0.787
59	0.737	0.742	0.748	0.754	0.760	0.767	0.773
60	0.722	0.727	0.733	0.739	0.745	0.752	0.759
61	0.706	0.712	0.718	0.724	0.730	0.736	0.743
62	0.690	0.696	0.701	0.707	0.714	0.720	0.727
63	0.673	0.679	0.685	0.691	0.697	0.704	0.710
64	0.656	0.662	0.667	0.673	0.680	0.686	0.693
65	0.639	0.644	0.650	0.656	0.662	0.669	0.675

Table V, continued**Table to Convert Credits to Joint and Survivor Options When Player's Beneficiary is Not His Spouse**

Age of Player When Benefits Begin To Be Paid	Age of Beneficiary When Benefits Begin To Be Paid To Player						
	53	54	55	56	57	58	59
45	0.925	0.929	0.933	0.937	0.941	0.945	0.949
46	0.918	0.922	0.927	0.931	0.935	0.939	0.944
47	0.910	0.915	0.919	0.924	0.928	0.933	0.937
48	0.902	0.907	0.912	0.917	0.921	0.926	0.931
49	0.894	0.899	0.904	0.909	0.914	0.919	0.924
50	0.885	0.890	0.895	0.901	0.906	0.911	0.916
51	0.875	0.881	0.886	0.892	0.897	0.903	0.909
52	0.865	0.871	0.877	0.883	0.888	0.894	0.900
53	0.855	0.861	0.867	0.873	0.879	0.885	0.891
54	0.844	0.850	0.856	0.862	0.869	0.875	0.882
55	0.832	0.839	0.845	0.852	0.858	0.865	0.872
56	0.820	0.827	0.833	0.840	0.847	0.854	0.861
57	0.807	0.814	0.821	0.828	0.835	0.843	0.850
58	0.794	0.801	0.808	0.815	0.823	0.831	0.838
59	0.780	0.787	0.795	0.802	0.810	0.818	0.826
60	0.766	0.773	0.780	0.788	0.796	0.804	0.812
61	0.750	0.758	0.765	0.773	0.781	0.789	0.798
62	0.734	0.742	0.749	0.757	0.766	0.774	0.783
63	0.718	0.725	0.733	0.741	0.750	0.758	0.767
64	0.700	0.708	0.715	0.724	0.733	0.741	0.750
65	0.683	0.690	0.698	0.706	0.715	0.724	0.733

Table V, continued**Table to Convert Credits to Joint and Survivor Options When Player's Beneficiary is Not His Spouse****Age of Player When****Benefits Begin To Be Paid****Age of Beneficiary When Benefits Begin To Be Paid To Player**

	60	61	62	63	64	65	66
45	0.953	0.957	0.961	0.964	0.968	0.971	0.975
46	0.948	0.952	0.956	0.960	0.963	0.967	0.971
47	0.942	0.946	0.950	0.955	0.959	0.963	0.967
48	0.936	0.940	0.945	0.949	0.954	0.958	0.962
49	0.929	0.934	0.939	0.944	0.948	0.953	0.957
50	0.922	0.927	0.932	0.937	0.942	0.947	0.952
51	0.914	0.920	0.925	0.931	0.936	0.941	0.946
52	0.906	0.912	0.918	0.924	0.929	0.935	0.940
53	0.898	0.904	0.910	0.916	0.922	0.928	0.934
54	0.889	0.895	0.902	0.908	0.915	0.921	0.927
55	0.879	0.886	0.893	0.900	0.906	0.913	0.920
56	0.869	0.876	0.883	0.890	0.898	0.905	0.912
57	0.858	0.865	0.873	0.881	0.888	0.896	0.903
58	0.846	0.854	0.862	0.870	0.878	0.886	0.894
59	0.834	0.842	0.850	0.859	0.867	0.875	0.884
60	0.821	0.828	0.838	0.847	0.855	0.864	0.873
61	0.807	0.816	0.825	0.834	0.843	0.852	0.861
62	0.792	0.801	0.810	0.820	0.829	0.839	0.848
63	0.776	0.786	0.795	0.805	0.815	0.825	0.835
64	0.760	0.769	0.779	0.789	0.800	0.810	0.820
65	0.743	0.752	0.763	0.773	0.783	0.794	0.805

Table V, continued**Table to Convert Credits to Joint and Survivor Options When Player's Beneficiary is Not His Spouse**

Age of Player When Benefits Begin To Be Paid	Age of Beneficiary When Benefits Begin To Be Paid To Player			
	67	68	69	70
45	0.978	0.981	0.984	0.987
46	0.974	0.978	0.981	0.984
47	0.970	0.974	0.978	0.981
48	0.966	0.970	0.974	0.978
49	0.962	0.966	0.970	0.974
50	0.957	0.961	0.966	0.970
51	0.951	0.956	0.961	0.966
52	0.946	0.951	0.956	0.961
53	0.945	0.945	0.951	0.956
54	0.933	0.939	0.945	0.951
55	0.926	0.933	0.939	0.945
56	0.919	0.925	0.932	0.939
57	0.910	0.918	0.925	0.932
58	0.902	0.909	0.917	0.925
59	0.892	0.900	0.908	0.916
60	0.882	0.890	0.899	0.907
61	0.870	0.880	0.889	0.898
62	0.858	0.868	0.877	0.887
63	0.845	0.855	0.865	0.875
64	0.831	0.842	0.852	0.863
65	0.816	0.827	0.838	0.849

10

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA
FORT LAUDERDALE DIVISION**

DARREN MICKELL,

Plaintiff,

vs.

Case No. 0:15-cv-62195-JIC

**BERT BELL/PETE ROZELLE NFL
PLAYER RETIREMENT PLAN,**

Defendant.

ANSWER TO PLAINTIFF'S COMPLAINT

Defendant Bert Bell/Pete Rozelle NFL Player Retirement Plan ("the Plan") answers the allegations set forth in Plaintiff's Complaint (Dkt. 1), paragraph by paragraph, as follows.

1. Paragraph 1 contains conclusions of law that require no response. To the extent a response is required, Defendant admits that Plaintiff's cause of action arises under ERISA.
2. Paragraph 2 contains conclusions of law that require no response. To the extent a response is required, Defendant admits that this Court has subject matter jurisdiction over Plaintiff's cause of action.
3. Admitted.
4. Paragraph 4 contains conclusions of law that require no response. To the extent a response is required, Defendant admits that venue is proper in this Court. Defendant denies each and every remaining allegation in Paragraph 4.
5. Defendant admits that Plaintiff's Complaint seeks a category of total and permanent disability ("T&P") benefits previously known as "Football Degenerative" benefits. Answering further, however, Defendant states that Football Degenerative benefits are now called "Inactive

A” benefits, and therefore Plaintiff’s action in fact seeks an award of Inactive A T&P benefits.

Defendant admits that Plaintiff’s cause of action arises under ERISA. Defendant admits that the Plan is an employee pension and welfare benefit plan within the meaning of ERISA. Defendant admits that Plaintiff is and was, at all times relevant hereto, a participant in the Plan.

6. Admitted.

7. Admitted.

8. Defendant admits that Plaintiff’s cause of action arises under ERISA. Defendant admits that the Plan is an employee pension and welfare benefit plan within the meaning of ERISA. Defendant admits that Plaintiff is and was, at all times relevant hereto, a participant in the Plan.

9. Defendant admits that the Plan provides T&P benefits to eligible Players. Defendant admits that Section 5.2 of the Plan sets forth the “General Standard” governing the determination of whether a Player is totally and permanently disabled. Defendant denies each and every remaining allegation in Paragraph 9 and, to the extent that Plaintiff relies upon selective quotes from certain documents in the administrative record to support his allegations, Defendant denies Plaintiff’s characterization of those quotes/documents, which when presented in proper context will speak for themselves.

10. Defendant admits that Plaintiff would be entitled to T&P benefits if the Plan’s named fiduciary, the Retirement Board, determined in its discretion that he was totally and permanently disabled under the terms of the Plan. Defendant denies each and every remaining allegation in Paragraph 10.

11. Admitted.

12. Defendant currently lacks knowledge or information sufficient to form a belief about the truth of the allegations contained in Paragraph 12. Accordingly, the allegations in this paragraph are denied.

13. Defendant currently lacks knowledge or information sufficient to form a belief about the truth of the allegations contained in Paragraph 13. Accordingly, the allegations in this paragraph are denied.

14. Defendant currently lacks knowledge or information sufficient to form a belief about the truth of the allegations contained in Paragraph 14. Accordingly, the allegations in this paragraph are denied.

15. Defendant currently lacks knowledge or information sufficient to form a belief about the truth of the allegations contained in Paragraph 15. Accordingly, the allegations in this paragraph are denied.

16. Defendant currently lacks knowledge or information sufficient to form a belief about the truth of the allegations contained in Paragraph 16. Accordingly, the allegations in this paragraph are denied.

17. Defendant currently lacks knowledge or information sufficient to form a belief about the truth of the allegations contained in Paragraph 17. Accordingly, the allegations in this paragraph are denied.

18. Defendant currently lacks knowledge or information sufficient to form a belief about the truth of the allegations contained in Paragraph 18. Accordingly, the allegations in this paragraph are denied.

19. Defendant currently lacks knowledge or information sufficient to form a belief about the truth of the allegations contained in Paragraph 19. Accordingly, the allegations in this paragraph are denied.

20. Defendant currently lacks knowledge or information sufficient to form a belief about the truth of the allegations contained in Paragraph 20. Accordingly, the allegations in this paragraph are denied.

21. Defendant currently lacks knowledge or information sufficient to form a belief about the truth of the allegations contained in Paragraph 21. Accordingly, the allegations in this paragraph are denied.

22. Defendant currently lacks knowledge or information sufficient to form a belief about the truth of the allegations contained in Paragraph 22. Accordingly, the allegations in this paragraph are denied.

23. Defendant currently lacks knowledge or information sufficient to form a belief about the truth of the allegations contained in Paragraph 23. Accordingly, the allegations in this paragraph are denied.

24. Defendant currently lacks knowledge or information sufficient to form a belief about the truth of the allegations contained in Paragraph 24. Accordingly, the allegations in this paragraph are denied.

25. Denied.

26. Defendant currently lacks knowledge or information sufficient to form a belief about the truth of the allegations contained in Paragraph 26. Accordingly, the allegations in this paragraph are denied.

27. Defendant currently lacks knowledge or information sufficient to form a belief about the truth of the allegations contained in Paragraph 27. Accordingly, the allegations in this paragraph are denied. To the extent that Plaintiff relies upon selective quotes from certain documents in the administrative record to support his allegations, Defendant denies Plaintiff's characterization of those quotes/documents, which when presented in proper context will speak for themselves.

28. Defendant currently lacks knowledge or information sufficient to form a belief about the truth of the allegations contained in Paragraph 28. Accordingly, the allegations in this paragraph are denied. To the extent that Plaintiff relies upon selective quotes from certain documents in the administrative record to support his allegations, Defendant denies Plaintiff's characterization of those quotes/documents, which when presented in proper context will speak for themselves.

29. Admitted.

30. Defendant admits that on September 17, 2013, it received a one-page letter dated September 4, 2013, from Lisa Howard, Human Resources Generalist for Freight Handlers, LLC. The letter confirmed that Plaintiff was "employed with Freight Handlers, LLC in the Publix Deerfield Distribution Center in Deerfield, FL," that he "began his employment with Freight Handlers, LLC on April 26, 2012," that he was employed in the position of "a handler," and that he was "a full time associate working between 30 and 40 hours each week." Defendant denies each and every remaining allegation in Paragraph 30 and, to the extent that Plaintiff relies upon selective quotes from certain documents in the administrative record to support his allegations, Defendant denies Plaintiff's characterization of those quotes/documents, which when presented in proper context will speak for themselves.

31. Denied.

32. Denied. To the extent that Plaintiff relies upon selective quotes from certain documents in the administrative record to support his allegations, Defendant denies Plaintiff's characterization of those quotes/documents, which when presented in proper context will speak for themselves.

33. Defendant admits that the Disability Initial Claims Committee issued an initial decision denying Plaintiff's application for T&P benefits. Defendant denies each and every remaining allegation in Paragraph 33 and, to the extent that Plaintiff relies upon selective quotes from certain documents in the administrative record to support his allegations, Defendant denies Plaintiff's characterization of those quotes/documents, which when presented in proper context will speak for themselves.

34. Defendant admits that Plaintiff timely appealed the Disability Initial Claims Committee's initial decision denying his application for T&P benefits.

35. Denied. To the extent that Plaintiff relies upon selective quotes from certain documents in the administrative record to support his allegations, Defendant denies Plaintiff's characterization of those quotes/documents, which when presented in proper context will speak for themselves.

36. Denied.

37. Denied.

38. Defendant admits that Plaintiff was evaluated by one Craig H. Lichtblau on March 31, 2014. Defendant currently lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations contained in Paragraph 38. Accordingly, the allegations in this paragraph are denied.

39. Defendant admits that Plaintiff was evaluated by one Craig H. Lichtblau on March 31, 2014. Defendant denies each and every remaining allegation contained in Paragraph 39 and, to the extent that Plaintiff relies upon selective quotes from certain documents in the administrative record to support his allegations, Defendant denies Plaintiff's characterization of those quotes/documents, which when presented in proper context will speak for themselves.

40. Defendant admits that Plaintiff submitted a copy of the above-referenced report in support of his application for T&P benefits. To the extent that Plaintiff relies upon selective quotes from certain documents in the administrative record to support his allegations, Defendant denies Plaintiff's characterization of those quotes/documents, which when presented in proper context will speak for themselves.

41. Defendant admits that Plaintiff was evaluated by one Mark E. Todd on April 8, 14, and 21, 2014. Defendant currently lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations contained in Paragraph 41.

42. Defendant admits that Plaintiff submitted a copy of the above-referenced report in support of his application for T&P benefits. To the extent that Plaintiff relies upon selective quotes from certain documents in the administrative record to support his allegations, Defendant denies Plaintiff's characterization of those quotes/documents, which when presented in proper context will speak for themselves.

43. Defendant admits that Mr. Mickell was informed that he would be required to submit to an evaluation or evaluations conducted by neutral physicians retained by the Plan.

44. Defendant admits that Plaintiff requested that his neutral evaluation(s) be rescheduled. Defendant currently lacks knowledge or information sufficient to form a belief about the truth of

the remaining allegations contained in Paragraph 44. Accordingly, the allegations in this paragraph are denied.

45. Defendant admits that Plaintiff requested that he be permitted to videotape the evaluations conducted by the Plan's neutral physician(s). To the extent that Plaintiff relies upon selective quotes from certain documents in the administrative record to support his allegations, Defendant denies Plaintiff's characterization of those quotes/documents, which when presented in proper context will speak for themselves.

46. Defendant admits that, per Plan policy, Plaintiff was advised that he would not be permitted to videotape the evaluations conducted by the Plan's neutral physician(s). To the extent that Plaintiff relies upon selective quotes from certain documents in the administrative record to support his allegations, Defendant denies Plaintiff's characterization of those quotes/documents, which when presented in proper context will speak for themselves.

47. Defendant admits that, per Plan policy, Plaintiff was advised that he should not contact the Plan's neutral physician(s). To the extent that Plaintiff relies upon selective quotes from certain documents in the administrative record to support his allegations, Defendant denies Plaintiff's characterization of those quotes/documents, which when presented in proper context will speak for themselves.

48. Defendant admits that Plaintiff attended the evaluation(s) conducted by the Plan's neutral physician(s). Defendant denies each and every remaining allegation in Paragraph 48.

49. Defendant admits that on June 17, 2014, Mr. Mickell attended an evaluation with Plan neutral orthopedist Dr. Chaim Arlosoroff. Defendant admits that, as a result of this examination, Dr. Arlosoroff determined that Plaintiff was capable of employment. Defendant denies each and every remaining allegation in Paragraph 49 and, to the extent that Plaintiff relies upon selective

quotes from certain documents in the administrative record to support his allegations, Defendant denies Plaintiff's characterization of those quotes/documents, which when presented in proper context will speak for themselves.

50. Defendant denies each and every allegation in Paragraph 50 and, to the extent that Plaintiff relies upon selective quotes from certain documents in the administrative record to support his allegations, Defendant denies Plaintiff's characterization of those quotes/documents, which when presented in proper context will speak for themselves.

51. Defendant denies each and every allegation in Paragraph 51 and, to the extent that Plaintiff relies upon selective quotes from certain documents in the administrative record to support his allegations, Defendant denies Plaintiff's characterization of those quotes/documents, which when presented in proper context will speak for themselves.

52. Defendant admits that Plaintiff was informed that he would be required to submit to an evaluation conducted by a neutral neurologist retained by the Plan. Defendant admits that Plaintiff attended the evaluation conducted by the Plan's neutral neurologist on August 19, 2014 in Atlanta, Georgia. Defendant denies each and every remaining allegation in Paragraph 52.

53. Defendant denies each and every allegation in Paragraph 53 and, to the extent that Plaintiff relies upon selective quotes from certain documents in the administrative record to support his allegations, Defendant denies Plaintiff's characterization of those quotes/documents, which when presented in proper context will speak for themselves.

54. To the extent that Plaintiff relies upon selective quotes from certain documents in the administrative record to support his allegations, Defendant denies Plaintiff's characterization of those quotes/documents, which when presented in proper context will speak for themselves.

55. Defendant admits that Plaintiff was informed that he would be required to submit to an evaluation conducted by a neutral neuropsychologist retained by the Plan. Defendant admits that Plaintiff attended the evaluation conducted by the Plan's neutral neuropsychologist on August 20, 2014, in Atlanta, Georgia.

56. Defendant denies each and every allegation in Paragraph 56 and, to the extent that Plaintiff relies upon selective quotes from certain documents in the administrative record to support his allegations, Defendant denies Plaintiff's characterization of those quotes/documents, which when presented in proper context will speak for themselves.

57. To the extent that Plaintiff relies upon selective quotes from certain documents in the administrative record to support his allegations, Defendant denies Plaintiff's characterization of those quotes/documents, which when presented in proper context will speak for themselves.

58. To the extent that Plaintiff relies upon selective quotes from certain documents in the administrative record to support his allegations, Defendant denies Plaintiff's characterization of those quotes/documents, which when presented in proper context will speak for themselves.

59. Defendant admits that on September 8, 2014, the Disability Initial Claims Committee issued an initial decision denying Plaintiff's application for T&P benefits.

60. Defendant denies each and every allegation in Paragraph 60 and, to the extent that Plaintiff relies upon selective quotes from certain documents in the administrative record to support his allegations, Defendant denies Plaintiff's characterization of those quotes/documents, which when presented in proper context will speak for themselves.

61. Defendant admits that by letter dated March 9, 2015, Plaintiff appealed the Disability Initial Claim's Committee's initial decision to the Plan's named fiduciary, the Retirement Board. Defendant denies each and every remaining allegation in Paragraph 61.

62. Defendant admits that on April 7, 2015, Plaintiff was given information concerning the dates and locations for additional evaluations that would be conducted by neutral physicians retained by the Plan. Defendant denies each and every remaining allegation in Paragraph 62.

63. Defendant admits that Plaintiff attended an evaluation conducted by the Plan's neutral orthopedist on April 14, 2015. To the extent that Plaintiff relies upon selective quotes from certain documents in the administrative record to support his allegations, Defendant denies Plaintiff's characterization of those quotes/documents, which when presented in proper context will speak for themselves.

64. To the extent that Plaintiff relies upon selective quotes from certain documents in the administrative record to support his allegations, Defendant denies Plaintiff's characterization of those quotes/documents, which when presented in proper context will speak for themselves.

65. Defendant admits that Plaintiff attended an evaluation conducted by the Plan's neutral neurologist on April 15, 2015. To the extent that Plaintiff relies upon selective quotes from certain documents in the administrative record to support his allegations, Defendant denies Plaintiff's characterization of those quotes/documents, which when presented in proper context will speak for themselves.

66. Defendant admits that Plaintiff attended an evaluation conducted by the Plan's neutral neuropsychologist on April 27, 2015, in Durham, North Carolina. Defendant denies each and every remaining allegation in Paragraph 66 and, to the extent that Plaintiff relies upon selective quotes from certain documents in the administrative record to support his allegations, Defendant denies Plaintiff's characterization of those quotes/documents, which when presented in proper context will speak for themselves.

67. To the extent that Plaintiff relies upon selective quotes from certain documents in the administrative record to support his allegations, Defendant denies Plaintiff's characterization of those quotes/documents, which when presented in proper context will speak for themselves.

68. Defendant admits that on June 10, 2015, Plaintiff was evaluated by a psychologist named Peggy Vermont. Defendant denies each and every remaining allegation in Paragraph 68 and, to the extent that Plaintiff relies upon selective quotes from certain documents in the administrative record to support his allegations, Defendant denies Plaintiff's characterization of those quotes/documents, which when presented in proper context will speak for themselves.

69. Defendant admits that Plaintiff was informed that he would be required to submit to an evaluation conducted by a neutral psychiatrist retained by the Plan. Defendant admits that Plaintiff attended the evaluation conducted by the Plan's neutral psychiatrist on July 7, 2015, in San Antonio, Texas. Defendant denies each and every remaining allegation in Paragraph 69 and, to the extent that Plaintiff relies upon selective quotes from certain documents in the administrative record to support his allegations, Defendant denies Plaintiff's characterization of those quotes/documents, which when presented in proper context will speak for themselves.

70. Defendant admits that by letter dated August 12, 2015, Plaintiff submitted a report by Rosa Gonzalez. To the extent that Plaintiff relies upon selective quotes from certain documents in the administrative record to support his allegations, Defendant denies Plaintiff's characterization of those quotes/documents, which when presented in proper context will speak for themselves.

71. To the extent that Plaintiff relies upon selective quotes from certain documents in the administrative record to support his allegations, Defendant denies Plaintiff's characterization of those quotes/documents, which when presented in proper context will speak for themselves.

72. To the extent that Plaintiff relies upon selective quotes from certain documents in the administrative record to support his allegations, Defendant denies Plaintiff's characterization of those quotes/documents, which when presented in proper context will speak for themselves.

73. To the extent that Plaintiff relies upon selective quotes from certain documents in the administrative record to support his allegations, Defendant denies Plaintiff's characterization of those quotes/documents, which when presented in proper context will speak for themselves.

74. Defendant admits that the Plan's named fiduciary, the Retirement Board, denied Plaintiff's application and appeal on August 19, 2015. Defendant denies each and every remaining allegation in Paragraph 74 and, to the extent that Plaintiff relies upon selective quotes from certain documents in the administrative record to support his allegations, Defendant denies Plaintiff's characterization of those quotes/documents, which when presented in proper context will speak for themselves.

75. Defendant denies each and every allegation in Paragraph 75 and, to the extent that Plaintiff relies upon selective quotes from certain documents in the administrative record to support his allegations, Defendant denies Plaintiff's characterization of those quotes/documents, which when presented in proper context will speak for themselves.

76. Denied.

77. Denied.

78. The foregoing answers are incorporated herein by reference as if set forth fully at length.

79. Defendant admits that Plaintiff would be entitled to T&P benefits if the Plan's named fiduciary, the Retirement Board, determined in its discretion that he was totally and permanently disabled under the terms of the Plan. Defendant denies each and every remaining allegation in Paragraph 79.

80. Defendant admits that Plaintiff has not received T&P benefits because the Plan's named fiduciary, the Retirement Board, determined in its discretion that he was not entitled to them under the terms of the Plan. Defendant denies each and every remaining allegation in Paragraph 80.

81. Defendant admits that Plaintiff has not waived his entitlement to T&P benefits. Defendant denies each and every remaining allegation in Paragraph 81.

82. Denied.

83. Denied.

84. Denied.

85. Denied.

86. Denied.

87. Denied.

88. Denied.

89. Denied.

90. Denied.

91. Denied.

92. Denied.

In addition to the responses set forth in paragraphs 1 through 92 of this Answer, Defendants denies each and every allegation of fact and conclusion of law in the Complaint not otherwise specifically admitted in this Answer, and Defendant denies that Plaintiff is entitled to the relief demanded in the Complaint or to any relief whatsoever.

FIRST AFFIRMATIVE DEFENSE

Plaintiff's claim is barred, in whole or in part, by the applicable statute of limitations.

SECOND AFFIRMATIVE DEFENSE

The Complaint fails to state a claim upon which relief can be granted.

THIRD AFFIRMATIVE DEFENSE

The Retirement Board's determination was consistent with the terms of the Plan Document, supported by substantial evidence, and otherwise reasonable. Therefore, the Retirement Board's determination was neither arbitrary and capricious nor an abuse of discretion, and it must be upheld.

WHEREFORE, having fully answered Plaintiff's Complaint, Defendant prays that judgment be entered in its favor and against Plaintiff, that the Court award Defendant all costs and fees incurred in defending against Plaintiff's claims, and that the Court grant Defendant such other and further relief as the Court deems just and proper.

Dated: November 18, 2015

Respectfully submitted,

/s/ Brian D. Equi

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PLAYER RETIREMENT PLAN

CERTIFICATE OF SERVICE

I certify that on this 18th day of November, 2015, the foregoing ANSWER TO PLAINTIFF'S COMPLAINT was filed with the Clerk of Court by CM/ECF, which will automatically send a notice of the filing to the following counsel of record for Plaintiff:

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**BERT BELL/PETE ROZELLE NFL PLAYER
RETIREMENT PLAN**

AMENDED AND RESTATED AS OF APRIL 1, 2012

MICKELL-0001

A0117

BERT BELL/PETE ROZELLE NFL PLAYER RETIREMENT PLAN

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BERT BELL/PETE ROZELLE NFL PLAYER

RETIREMENT PLAN

INTRODUCTION

Since 1962, the Bert Bell NFL Player Retirement Plan ("Bert Bell Plan") has provided retirement, disability, and related benefits to eligible professional football players. Benefits were continued and increased under collective bargaining agreements entered into in 1970, 1977, and 1982. When the 1982 agreement expired in 1987, the National Football League Players Association ("NFLPA") and the National Football League Management Council ("Management Council") did not reach a comprehensive new agreement. In 1989, a new plan, the Pete Rozelle NFL Player Retirement Plan ("Pete Rozelle Plan"), was established to provide benefit accruals and ancillary benefits from that point forward in a manner similar to the Bert Bell Plan.

In 1993, the NFLPA and the Management Council entered into a new collective bargaining agreement ("1993 CBA"). As part of that agreement, the Bert Bell Plan and the Pete Rozelle Plan were merged, effective March 30, 1994, to form this Bert Bell/Pete Rozelle NFL Player Retirement Plan ("Plan"). This merged Plan has been further revised in accordance with 1996, 1998, 2002, and 2006 amendments to the 1993 CBA, to comply with applicable law, and for other reasons.

On August 4, 2011, the NFLPA and the Management Council entered into a new collective bargaining agreement, which continued and improved benefits under the Plan, and made other changes. The Plan was last amended and restated as of August 1, 2011 to reflect the rules of the new collective bargaining agreement. This document contains the amended and restated Plan as of April 1, 2012 (unless otherwise indicated). Unless otherwise stated, this amended and restated Plan applies to benefits payable, and claims for benefits made, on or after April 1, 2012.

ARTICLE 1

DEFINITIONS

The terms below have the following meanings unless the context clearly indicates otherwise.

1.1 "Active Player" means a Player who is obligated to perform football playing services under a contract with an Employer; provided, however, that for purposes of Article 5 only, Active Player will also include a Player who is no longer obligated to perform football playing services under a contract with an Employer, but is within the period beginning when his last such contract expired or was terminated for any reason, and ending on the later of (a) the July 15 following the beginning of the period, or (b) the first day of pre-season training camp.

1.2 "Actuarial Equivalent" means a benefit of equal value when computed in accordance with the interest rate and mortality assumptions defined in Appendix B. For this purpose, a benefit determinable from the assumptions defined in Appendix B will always be deemed to be of equal value.

1.3 "Administrator" means the Retirement Board, which will be considered to be the administrator of the Plan within the meaning of section 3(16)(A) of ERISA.

1.4 "Affiliate" means, with respect to a particular Employer, (a) any corporation, other than the Employer, which is a member of a controlled group of corporations (within the meaning of Code section 414(b)) of which such Employer is a member, (b) any trade or business, other than the Employer, which together with such Employer are under common control (within the meaning of Code section 414(c)), (c) any employer, other than the Employer, which is a member of an affiliated service group (within the meaning of Code section 414(m)) of which such Employer is a member, and (d) any other entity required to be aggregated with the Employer under Code section 414(o).

1.5 "Benefit Arbitrator" means the arbitrator described in Article 66 of the 2011 CBA to resolve certain disputes specifically described therein relating to employee benefits.

1.6 "Benefit Credit" means the credit in Section 4.1 for the corresponding Credited Season.

1.7 "Benefit Credit Annuity Starting Date" means the first day of the first period for which an amount is received as an annuity under Article 4, including any amount received as an early payment benefit under Section 4.5. A Player's Benefit Credit Annuity Starting Date will not be earlier than the first day of the month coincident with or next following the date that the Player's benefit election form is received by the Retirement Board, except as provided in Sections 4.10, 4.11, and 4.12 (if elected in accordance with Treasury Regulations section 1.417(e)-1(b)(3)(v)).

1.8 "Benefit Credit Pension" means the pension payable under Article 4 based on Benefit Credits.

1.9 "Code" means the Internal Revenue Code of 1986, as amended.

1.10 "Collective Bargaining Agreement" or "CBA" means the Collective Bargaining Agreement, as amended, and any such future negotiated agreement, as applicable, between the Management Council and the NFLPA. The term **"1993 CBA"** means the Collective Bargaining Agreement in effect on May 6, 1993, and **"2011 CBA"** means the Collective Bargaining Agreement entered into on August 4, 2011.

1.11 "Credited Season" means a Plan Year in which a Player:

(a) is an Active Player (including an injured Player who otherwise satisfies the definition of "Active Player") on the date of three or more Games, not including Game dates when he was on the Future List;

(b) after April 1, 1970, is injured in the course and scope of his employment for an Employer and by reason of such injury, and pursuant to an injury grievance settlement or an injury settlement waiver, receives payment equivalent to his salary for three or more Games or for a number of Games which, when added to the number of Games in such Plan Year for which he otherwise has credit, totals three or more;

(c) after reporting to at least one official pre-season training camp or official practice session during such Plan Year, (1) dies, (2) becomes totally and permanently disabled under Section 5.3(a) or 5.3(b) of the Plan (or the corresponding section of prior Plan documents), or (3) incurs a disability that subsequently qualifies for a benefit under Section 6.1 of the Plan.

(d) is absent from employment by an Employer while serving in the Armed Forces of the United States, provided such Player returns as an Active Player, after first being eligible for discharge from military service, by the later of (1) ninety days or any longer period prescribed by applicable law, or (2) the opening of the official pre-season training camp;

(e) for payments on or after June 1, 1993, was absent from employment by an Employer while serving in the Armed Forces of the United States during the periods set forth in the table below if (1) during the one-year period ending on the date he entered the Armed Forces, such Player either played professional football for an Employer or signed a contract (or a similar document) stipulating his intent to play professional football for an Employer, and (2) such Player was alive on the date set forth in the table below for the corresponding period:

For Plan Years:	Such Player Was Alive On:
April 1, 1941 through March 31, 1947	June 6, 1994
April 1, 1950 through March 31, 1955	May 1, 1996

For Plan Years:	Such Player Was Alive On:
April 1, 1960 through March 31, 1976	January 13, 2000

provided that Credited Seasons under this Section 1.11(e) will be granted only if and to the extent necessary for such Player to become a Vested Player; or

(f) effective April 1, 2001, has a season with at least eight games on the practice squad in a Plan Year (either before or after April 1, 2001) in which he did not otherwise earn a Credited Season, provided that he is otherwise vested and earns a Credited Season in 2001 or later. A Player may earn a maximum of one Credited Season under this Section 1.11(f) regardless of the number of seasons in which he has at least eight games on the practice squad (as such term is or may be defined in Article XXXIV of the 1993 CBA or in Article 33 of the 2011 CBA).

A Player may earn no more than one Credited Season during a Plan Year. A Credited Season is identified by the calendar year in which it begins.

1.12 "Dependent" means a person for whom a personal exemption deduction is allowable under Code section 151, without regard to (a) the income of the Player, (b) whether the personal exemption deduction is allowable to or used by another person, or (c) whether the Player is divorced and/or has entered into a multiple support agreement with respect to such person.

1.13 "Disability Initial Claims Committee" means the committee described in Article 8.

1.14 "Employee" means an individual who (a) is employed by an Employer as an Active Player, or (b) is employed by an Employer or an Affiliate in a capacity other than as an Active Player (provided that such employment immediately precedes or immediately follows, without interruption, employment as an Active Player).

1.15 "Employer" means a member club of the League.

1.16 "ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

1.17 "Game" means any regular-season League game and any post-season League game except the Pro Bowl.

1.18 "Hour of Service" means:

(a) An hour for which an Employee is paid, or entitled to payment, for the performance of duties for an Employer or Affiliate during a Plan Year, with such an Hour of Service being credited for the Plan Year in which the duties were performed;

(b) An hour for which an Employee is paid, or entitled to payment, by an Employer or Affiliate on account of a period of time during which no duties are performed (irrespective of

whether the employment relationship has terminated) due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty or leave of absence, with such an Hour of Service being credited for the Plan Year or, on a ratable basis, for the Plan Years with respect to which the payments are made; provided, however, that (1) no more than 501 Hours of Service will be credited under this paragraph to an Employee on account of any single continuous period during which the Employee performs no services (whether or not such period occurs in a single Plan Year), (2) Hours of Service will not be credited for any payment made or due under a plan maintained solely for the purpose of complying with applicable workers' compensation, unemployment compensation or disability insurance laws or for any payment which solely reimburses an Employee for medical or medically related expenses incurred by the Employee, and (3) a payment will be deemed to be made by or due from an Employer or Affiliate regardless of whether such payment is made by or due from the Employer directly, or indirectly through, among others, a trust fund or insurance company to which the Employer or Affiliate contributes or pays premiums and regardless of whether contributions made or due to the trust fund, insurance company or other entity are for the benefit of particular Employees or on behalf of a group of Employees in the aggregate; and

(c) An hour for which back pay, irrespective of mitigation of damages, is either awarded or agreed to by an Employer, with such Hours of Service being credited for the Plan Year or Plan Years to which the award or agreement pertains (rather than the Plan Year or Plan Years in which the award, agreement or payment is made). An Hour of Service credited under subsections (a) or (b) above will not also be credited under this subsection (c). Crediting of Hours of Service for back pay awarded or agreed to with respect to periods described in subsection (b) will be subject to the limitations set forth therein. The determination of Hours of Service for reasons other than the performance of services and the crediting of Hours of Service to the appropriate Plan Year will be made on a basis consistent with 29 C.F.R. § 2530.200b-2(b) and (c), which is incorporated herein by reference.

An Employee's total Hours of Service in a Plan Year are determined as follows, without regard to whether the Employee actually completes more or less than the applicable number of Hours of Service indicated: (a) from July 1 through the following January 31, the Employee will be credited with ten Hours of Service for each day on which he completes at least one Hour of Service; and (b) from February 1 through the following June 30, the Employee will be credited with 190 Hours of Service for each calendar month in which he completes at least one Hour of Service. Notwithstanding the prior sentence, an Employee whose first Hour of Service is after March 31, 2010 shall be credited at all times with ten Hours of Service for each day in which he completes at least one Hour of Service.

1.19 "League" means the National Football League.

1.20 [Reserved]

1.21 "Legacy Credit Annuity Starting Date" means the first day of the first period for which an amount is received as an annuity under Article 4A. A Player's Legacy Credit Pension Annuity Starting Date will not be earlier than (1) the later of (a) the Player's Benefit

Credit Annuity Starting Date or (b) the first day of the month coincident with or next following the date that the Player's Legacy Credit Pension election form is received by the Retirement Board, or (2) August 1, 2011. Notwithstanding the foregoing, in the case of a Legacy Eligible Player whose Benefit Credit Annuity Starting Date is on or before August 1, 2011, and whose Legacy Credit Pension election form is received by the Retirement Board prior to August 1, 2012, his Legacy Credit Annuity Starting Date is the later of (1) the date he elects or (2) August 1, 2011.

1.22 "Legacy Credit Pension" means the monthly pension payable to Legacy Eligible Players under Article 4A.

1.23 "Legacy Eligible Player" means a Player who is (a) a Vested Player taking into account only his Credited Seasons prior to 1993, and (b) alive on August 4, 2011.

1.24 "Life and Contingent Annuitant Pension" means a monthly annuity for the life of the Player, and if the Player predeceases the person designated by him as his contingent annuitant, a monthly survivor annuity equal to all or a fraction of the Player's monthly annuity payment, as designated by the Player in writing, payable for the life of the Player's contingent annuitant. The contingent annuitant must be the Player's Spouse, parent, child, brother, sister or Dependent, and the fraction must be one of the following percentages: 25%, 50%, 75%, or 100%. Notwithstanding the above, if the maximum percentage allowed by the incidental benefit rule of Section 4.7(b)(2) is less than 100%, then a Life and Contingent Annuitant Pension with such maximum percentage will be offered, and Life and Contingent Annuitant Pension forms with a higher survivor percentage will not be offered.

1.25 "Life Only Pension" means a monthly annuity for the life of the Player only, with no benefit payable for any month which begins after the date of the Player's death.

1.26 "Management Council" means the National Football League Management Council, which is the sole and exclusive collective bargaining representative of the Employers.

1.27 "Medical Advisory Physician" or "MAP" means the health care professional(s) designated under Section 11.2.

1.28 "Medical Director" means the health care professional designated under Section 11.1.

1.29 "Neutral Physician" means the health care professional(s) designated under Section 11.3.

1.30 "NFLPA" means the National Football League Players Association, which is the sole and exclusive bargaining representative of League professional football players.

1.31 "Normal Retirement Date" means the first day of the calendar month coincident with or next following a Player's fifty-fifth birthday.

1.32 **"Plan"** means this Bert Bell/Pete Rozelle NFL Player Retirement Plan.

1.33 **"Plan Director"** means the individual named by the Retirement Board to act on its behalf in performing ministerial functions. The Plan Director will not have any discretionary authority or discretionary responsibility in the administration of the Plan, nor any discretionary control with respect to the management of the Plan or its assets.

1.34 **"Plan Year"** means the twelve-month period from April 1 to March 31. A Plan Year is identified by the calendar year in which it begins.

1.35 **"Player"** means any person who is or was employed under a contract by an Employer to play football in the League and who is or was: (a) on the Active List or the Inactive List (as such lists are or have been defined in the Constitution and By-Laws of the League) of an Employer; (b) on an Employer's roster without being on the Active List by reason of injuries sustained in the Chicago Tribune All-Star Game; (c) injured in the course and scope of his employment for an Employer and by reason of such injury paid under such contract for all or part of the Plan Year in which the injury occurs or occurred; (d) on the Move List, or, for the purposes of the benefits provided by Articles 5, 6, and 7 of the Plan, on the Future List of an Employer after April 1, 1970 (as such lists have been defined in the Constitution and By-Laws of the League); or (e) on the Reserve/Physically Unable to Perform or the Reserve/NFI-EL Lists of an Employer (as such lists have been defined in the Constitution and By-Laws of the League).

1.36 **"Prior Benefit Credit Pension"** means the Benefit Credit Pension that a Legacy Eligible Player in pay status as of August 4, 2011 was receiving as of August 2011, taking into account any adjustments for early or deferred retirement, the form of payment elected, and the prior election of an early payment benefit.

1.37 **"QDRO"** means a Qualified Domestic Relations Order as defined in Code section 414(p).

1.38 **"Qualified Election"** means a waiver of a Qualified Joint and Survivor Annuity. The waiver must be in writing and must be consented to by the Player's Spouse. The Spouse's consent to a waiver must be witnessed by a notary public and, if benefits are to be paid to an alternate beneficiary, must be limited to a benefit for a specific alternate beneficiary or beneficiaries. Notwithstanding this consent requirement, if the Player establishes to the satisfaction of the Retirement Board that such written consent cannot be obtained because there is no Spouse, because the Spouse cannot be located, or because of such other circumstances as may be provided in Treasury Regulations, a Player's waiver will be deemed a Qualified Election without a Spouse's consent. Any consent (or establishment that consent is not required) necessary under this provision will be valid only with respect to such consenting Spouse, who may not revoke such consent. A revocation of a prior waiver may be made by a Player without the consent of the Spouse at any time before the commencement of benefits. The number of revocations by a Player is not limited. Any new waiver or change of beneficiary will require a new spousal consent.

The Retirement Board will give each Player, not more than 180 days before each of his Benefit Credit Annuity Starting Date and his Legacy Credit Annuity Starting Date, as applicable, a written explanation of (a) the terms and conditions of the Qualified Joint and Survivor Annuity, (b) the Player's right to make (and the effect of) an election to waive the Qualified Joint and Survivor Annuity, (c) the rights of the Player's Spouse, (d) the Player's right to make (and the effect of) a revocation of a previous election to waive the Qualified Joint and Survivor Annuity, and (e) the amounts of the various optional forms of benefit.

A Player will have at least thirty days to decide whether to waive the Qualified Joint and Survivor Annuity with respect to his Benefit Credit Pension or Legacy Credit Pension, as applicable. A Player may waive his right to this thirty-day period by making an affirmative election to commence benefits, with, if applicable, spousal consent; however, benefits will not commence before the expiration of the seven-day period that begins on the day after the Player receives the written explanation of the Qualified Joint and Survivor Annuity. Additionally, the Player has the right to revoke an affirmative election to commence benefits until the Benefit Credit Annuity Starting Date or the Legacy Credit Annuity Starting Date, as applicable, or, if later, until the expiration of the seven-day period referred to in the preceding sentence.

1.39 "Qualified Joint and Survivor Annuity" means a monthly annuity for the life of the Player with a monthly survivor annuity beginning after the death of the Player for the life of the Spouse equal to 50% of the amount of the monthly annuity payable during the life of the Player. The Qualified Joint and Survivor Annuity will be the Actuarial Equivalent of the Life Only Pension.

1.40 "Qualified Optional Joint and Survivor Annuity" means a monthly annuity for the life of the Player with a monthly survivor annuity beginning after the death of the Player for the life of the Spouse equal to 75% of the amount of the monthly annuity payable during the life of the Player. The Qualified Optional Joint and Survivor Annuity will be the Actuarial Equivalent of the Life Only Pension.

1.41 "Retirement Board" means the board described in Article 8.

1.42 "Spouse" means a Player's lawful spouse, as recognized under applicable state law (but only to the extent such state law is consistent with 1 U.S.C. section 7), or a former spouse to the extent provided under a QDRO. A Player's Spouse on his Benefit Credit Annuity Starting Date or Legacy Credit Annuity Starting Date, as applicable, will be the Player's Spouse for purposes of Sections 1.38, 1.39, 1.40 and, if the beneficiary is the Spouse, Section 1.24, except as may be provided in a QDRO.

1.43 "Total Credits" means the sum of a Player's Benefit Credits in Section 4.1 and Legacy Credits in Section 4A.1 for all of his Credited Seasons.

1.44 "Trust" means the trust agreement for the Bert Bell/Pete Rozelle NFL Player Retirement Plan, as amended or restated from time to time.

1.45 "Trustee" means the trustee of the Trust and any successor trustee(s) of such

Trust.

1.46 "Vested Inactive Player" means a Vested Player who is not an Active Player.

1.47 "Vested Player" means a Player who:

(a) earns five Credited Seasons;

(b) earns four Credited Seasons, including a Credited Season after the 1973 Plan Year;

(c) earns three Credited Seasons, including a Credited Season after the 1992 Plan Year;

(d) after the 1975 Plan Year, is an Employee on his Normal Retirement Date;

(e) after receiving total and permanent disability benefits under Article 5 of this Plan, is found to no longer qualify for total and permanent disability;

(f) is an Employee after the 1975 Plan Year and has at least ten Years of Service (only for the purpose of applying Article 4 or Section 7.3 and not for any other purpose);

(g) is an Employee after the 1988 Plan Year and has at least four Years of Service, at least one of which occurred after the 1988 Plan Year and is a Plan Year in which the Employee did not earn a Credited Season (only for the purpose of applying Article 4 or Section 7.3 and not for any other purpose);

(h) is an Employee after the 1992 Plan Year and has at least three Years of Service, at least one of which occurred after the 1992 Plan Year and is a Plan Year in which the Employee did not earn a Credited Season (only for the purpose of applying Article 4 or Section 7.3 and not for any other purpose); or

(i) (1) earned at least four Credited Seasons, the last of which is earned prior to the 1974 Plan Year, and (2) is alive on June 1, 1998 (only for the purpose of applying Article 4 or Section 7.3, and not for any other purpose).

(j) Notwithstanding the foregoing, effective April 1, 2012, a Player who first earns an Hour of Service during or after the 2012 Plan Year, and does not have three Credited Seasons, will not be a Vested Player until he has earned five Years of Service.

The Total Credits of a Vested Player are nonforfeitable, and the Total Credits of a nonvested Player are forfeitable.

1.48 "Year of Service" means a Plan Year in which an Employee completes at least 1,000 Hours of Service or earns a Credited Season.

ARTICLE 2

PARTICIPATION

All Players participate in the Plan.

ARTICLE 3

CONTRIBUTIONS

3.1 Contributions. Contributions will be made to the Trust by or on behalf of each Employer for each Plan Year. Contributions will be made in accordance with Appendix A. The Employers will make contributions to the Plan on or before the last day of the Plan Year, which will be used exclusively to provide benefits and pay expenses.

Contributions will be made only to the extent they are within the deduction limits of Code section 404 for the Plan Year for which they are made. Contributions, if any, for Plan Years beginning on or after April 1, 2021 will be determined pursuant to future Collective Bargaining Agreements, if any.

Any contribution not received by the Trustee on or before the date it is due will bear interest from the due date to the date of receipt by the Trustee at an annual rate of 6% interest. It will be the duty of the Retirement Board to pursue all available legal remedies in an effort to ensure payment of all contributions due under any Collective Bargaining Agreement.

3.2 Employer Obligations. The Employers do not guarantee any benefits under the Plan, except as provided under applicable law. The Employers will have no obligation to make contributions to the Trust, except as provided under Section 3.1 above, a Collective Bargaining Agreement, or ERISA. The sources of revenue to be used to satisfy any contribution obligation of the Employers will be exclusively within the control of the Employers.

3.3 Exclusive Benefit of Contributions. All contributions under this Plan will be held by the Trust for the exclusive benefit of Players and their beneficiaries. Notwithstanding the above, any contribution made by or on behalf of an Employer to the Plan due to a mistake of fact or law, including contributions that are not within the deduction limits of Code section 404 for the Plan Year for which they are made, will be returned to such Employer within six months of the determination by the Retirement Board that such contribution was in error. The return of contributions is limited to that portion of the contribution as to which there was a mistake of fact or law. A returned contribution will not include any earnings attributable to the contribution, but will be reduced by any losses attributable to the contribution.

ARTICLE 4**RETIREMENT BENEFITS**

4.1 Benefit Credits. A Player's Benefit Credit for each of his Credited Seasons will be determined according to the following table:

Credited Season	Benefit Credit
Before 1982	\$ 250
1982 through 1992	255
1993 and 1994	265
1995 and 1996	315
1997	365
1998 through 2011	470
2012 through 2014	560
2015 through 2017	660
2018 through 2020	760

For payments for periods prior to August 1, 2011, a Player's Benefit Credit for each of his Credited Seasons will be determined based on the versions of the Plan in effect for such periods.

4.2 Benefit Credit Pension. A Vested Player's monthly Benefit Credit Pension at any time is the sum of his Benefit Credits for each of his Credited Seasons. A Vested Player's monthly Benefit Credit Pension may be adjusted according to the date he begins to receive benefits (see Section 4.3 below), and the form or manner in which benefits are paid (see Sections 4.4 and 4.5 below).

4.3 Normal, Deferred and Early Retirement. A Vested Player may elect to begin to receive his Benefit Credit Pension as of his Normal Retirement Date or, subject to Section 4.7 below, as of the first day of any month following his Normal Retirement Date. A Vested Inactive Player with at least one Credited Season prior to the 1993 Plan Year may also elect to begin to receive his Benefit Credit Pension as of the first day of any month coincident with or next following such Vested Inactive Player's forty-fifth birthday and before his Normal Retirement Date. All such elections (including the election of the form of payment pursuant to Sections 4.4 and 4.5 below) must be filed in writing with the Retirement Board and may not be revoked after the initial payment is mailed or otherwise transmitted to the Player. The Benefit Credit Pension of a Vested Inactive Player who begins to receive benefits after his Normal Retirement Date will be increased so as to be the Actuarial Equivalent of the Benefit Credit Pension he could have elected to receive at his Normal Retirement Date. The Benefit Credit Pension of a Vested Player who begins to receive benefits before his Normal Retirement Date will be decreased so as to be the Actuarial Equivalent of the Benefit Credit Pension he could

have elected to receive at his Normal Retirement Date. Further adjustments to a Vested Player's Benefit Credit Pension may also be made as described in Sections 4.4 and 4.5 below depending on the form or manner in which benefits are paid.

4.4 Normal and Optional Forms of Payment; Qualified Joint and Survivor Annuity Requirements.

(a) Unless an optional form of benefit is selected pursuant to a Qualified Election within the 180-day period ending on a Vested Player's Benefit Credit Annuity Starting Date, a married Vested Player's Benefit Credit Pension will be paid in the form of a Qualified Joint and Survivor Annuity, and an unmarried Vested Player's Benefit Credit Pension will be paid in the form of a Life Only Pension. A married Player must obtain spousal consent pursuant to a Qualified Election to select an optional form under Section 4.4(b) unless the Player elects (1) a Qualified Joint and Survivor Annuity, (2) a Qualified Optional Joint and Survivor Annuity, or (3) a 100% Life and Contingent Annuitant Pension with the Player's Spouse as the contingent annuitant.

(b) Subject to Section 4.4(a) above, a Vested Player may elect to receive benefits in any one of the following forms.

- (1) Life Only Pension.
- (2) Qualified Joint and Survivor Annuity.
- (3) Qualified Optional Joint and Survivor Annuity.

(4) "Life only pension with Social Security adjustment" – Benefit Credit Pension payments payable during the Player's lifetime adjusted such that the sum of such payment plus the Player's expected Social Security benefit beginning at age sixty-two is the same before and after age sixty-two, and further adjusted such that the Player's Benefit Credit Pension from the Plan will not be less than \$50. This option may only be elected by a Player who has at least one Credited Season prior to the 1993 Plan Year. This option is not available with respect to Benefit Credits for Credited Seasons prior to 1959. For purposes of this Section 4.4(b)(4), for Players with at least one Credited Season within the period 1959 through 1963, Credited Seasons prior to 1959 needed to reach five Credited Seasons (when added to the Player's Credited Seasons after 1958) will be treated as having occurred after 1958.

- (5) Life and Contingent Annuitant Pension.

(6) "Life and ten-year certain pension" - equal Benefit Credit Pension payments payable for the greater of 120 months or the Player's lifetime, with any remaining guaranteed payments being continued after the Player's death to his designated beneficiary or, if none, the Player's estate.

Benefits payable for the life of a Player, Spouse, or contingent annuitant will continue through the month in which such person's death occurs. Where a Player receives his Benefit